

LEGAL NOTICE
INVITATION FOR BIDS
BRIDGE DECK BEAM REPLACEMENT, S.N. 092-0041
CONTRACT NO. 70357 / JOB NO. C-95-013-04

Sealed bids are requested by the State of Illinois, Department of Transportation, for replacement of six (6) bridge deck beams on S.N. 092-0041, Illinois Route 1, south of Georgetown. Bids will be received by the Department until 2:30 p.m., prevailing time on Thursday, November 13, 2003, at which time all bids will be opened and read publicly at the Illinois Department of Transportation, District 5 Bureau of Operations, 13473 IL Hwy. 133, Paris, Illinois 61944-0610.

Complete information and bid forms may be downloaded from the Internet at www.purchase.state.il.us, or obtained at the Illinois Department of Transportation, District 5 Bureau of Operations, Attn. Howard L. Furnish, 13473 IL Hwy. 133, P. O. Box 610, Paris, Illinois 61944, phone number 217-466-7290, telecommunications device for deaf (TDD) 217-463-2279, telefax number 217-465-5732.

The Prevailing Rate of Hourly Wages in effect for the locality of the work is to be paid to any persons employed by the successful vendor.

The Vendor must be pre-qualified with the Department in "09A" Highway Structures or "010" Structure Repair.

The DEPARTMENT reserves the right to reject any and all bids received if such rejection is in the best interest of the State of Illinois. This procurement shall be awarded to the lowest responsive and responsible vendor unless all bids are rejected. Multiple awards may be made if advantageous to the State.



Illinois Department of Transportation

PROCUREMENT OPPORTUNITY

TO: Bid/Proposal Manager

FROM: Howard L. Furnish

DATE: October 15, 2003

SUBJECT: Invitation for Bids

The Illinois Department of Transportation is requesting offers from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Brief Description: Bridge Deck Beam Replacement, S.N. 092-0041

The solicitation package consists of the following sections:

- 1) "Instructions for Submitting Offers." This part, beginning with this page, tells what you need to know and do when preparing and submitting the offer to us. It also tells how we will evaluate your offer. The Instructions for Submitting Offers will provide dates, locations and other information specific to this solicitation. For our purposes, "Offer" is the term used to mean the response to this Invitation for Bids.
- 2) "Solicitation Response Forms." We have presented our needs in the form of a proposed "Contract for Supplies and/or Services" which states the specifications, how the offer must be priced, contract terms, and other requirements. In addition, you must provide information about your company requested in the "Vendor Pre-qualification" section, including certain financial and conflict of interest disclosures. **You must submit all pages marked "Solicitation Response Forms" on the lower left.** Your response to this solicitation is voluntary, but without requested information we may not be able to consider your offer.

Please read the entire solicitation package and submit your offer in accordance with the Instructions. The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. **Do not submit the instruction pages with your offer.** You should keep the Instructions and a copy of your offer for future reference.

For your convenience, we have included a checklist to ensure you have fully completed the Solicitation Response Forms. **Please review the Checklist before submitting your offer.** More detailed instructions are provided throughout this solicitation.

**Vendor Checklist
For Invitation for Bid (IFB)**

Vendor: Please use this checklist to verify you have provided all required information before submitting your bid.

Contract For Supplies and/or Services

I. Contract for Supplies and Services:

_____ **FOR THE VENDOR** - Did you sign, type or print name, date and title of authorized representative?
_____ **VENDOR NAME & ADDRESS** - Did you complete requested information (VENDOR name, legal address, city, state, zip)?

IV. Pricing / Compensation:

_____ **ITEM B-** Did you complete the Supplies and/or Services to be Provided and Rate of Compensation area?
_____ **ITEM C-** Optional – If applicable, did you complete the Discount for Prompt Payment area?
_____ **At the end of the Pricing/Compensation-** Did you enter your firm's name?

VIII. Vendor Provided Additional Material and Exceptions

_____ **Additional Material/Exceptions:** This section is for additions or exceptions you may want to make to the contract. *We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with ILCS, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.*

Vendor Pre-qualification

General

_____ Did you complete all information requested concerning your firm?

Business and Directory Information

_____ Did you complete all information requested regarding the business?

References

_____ Did you list the preferred references?

Department of Human Rights (DHR) Public Contract Number

_____ Did you complete the requested information and if applicable provide your company's DHR Public Contract Number or evidence of application?

Minority, Female, Person with Disability Status and Subcontracting

_____ Did you complete all information requested for your business regarding "Minority, Female, Person with Disability Status and Subcontracting"?

Disclosures

Vendor Information

_____ Did you complete by providing the requested VENDOR information?

Disclosure – Section 1, Conflict of Interest

_____ Did you understand and provide the information requested?

Disclosure – Section 2, Disclosure of Financial Interest in the Vendor

_____ Did you understand and complete all information requested for each individual owner having the required beneficial interest? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?

Disclosure – Section 3, Disclosure of Potential Conflicts of Interest

_____ Did you understand and complete all information requested about for each individual having the level of financial interest identified in Section 2? Or, if a publicly traded corporation, did you include a copy of your firm's 10-K Form?

Disclosure – Section 4, Current and Pending Contracts and Offers

_____ Did you understand and provide the information requested?

Taxpayer Identification

_____ Did you complete all requested EIN information concerning your company?

Note: Failure to submit and/or complete all requested information may result in you bid being rejected. If you have any questions, contact the "Project Contact" as listed in "Instructions for Submitting Offers" Section 1.11.

INSTRUCTIONS FOR SUBMITTING OFFERS

1.00 REQUESTING DEPARTMENT.

The State of Illinois Department of Transportation (DEPARTMENT) is requesting offers from responsible VENDORS to fill the DEPARTMENT'S needs as outlined below. **Please read the entire solicitation package and submit your offer in accordance with all requirements.**

1.01 PROJECT TITLE AND REFERENCE NO.

Project Title: Bridge Deck Beam Replacement, S.N. 092-0041
Reference No.: Contract No. 70357, Job No. C-95-013-04

1.02 DESCRIPTION OF SUPPLIES AND SERVICES.

Replace six (6) bridge deck beams on S.N. 092-0041, Illinois Route 1, south of Georgetown

1.03 SUBMIT OFFERS TO. Note: Offers will be publicly opened at this address.

Agency: Illinois Department of Transportation
Office: District 5 Bureau of Operations
Attn: Howard L. Furnish
Address: 13473 IL Hwy. 133
P. O. Box 610
Paris, Illinois 61944-0610

Electronic Format Requested: Yes ☐ No ☒

1.04 DUE DATE & TIME FOR SUBMISSION AND OPENING OF BIDS.

Date and Time: November 13, 2003 at 2:30 p.m. Local Time

1.05 BID CONTAINER.

Submit a signed original and no additional copies of your offer in a sealed container. Label the container with the Project Title/Reference # from section 1.01 and with the due date and time from section 1.04. For your convenience, enclosed is a prepared Sealed Bid container cover sheet.

1.06 BID FIRM TIME.

60 Days from Opening

1.07 SMALL BUSINESS SET-ASIDE. Yes ☐ No ☒

If "Yes" is marked this has been set-aside for award to small businesses in Illinois (**30 ILCS 500/45-45**), and only offers from Illinois small businesses who are currently certified by the Department of Central Management Services will be considered. A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$7,500,000 for a wholesaler; (2) \$1,500,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and must have less than 250 employees if a manufacturer. To become certified, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.

1.08 PREVAILING WAGE. Yes ☒ No ☐

If "Yes" is marked the VENDOR must pay employees wages and benefits and provide working conditions prevalent in the location where the work is to be performed. See Section VI, paragraph B of the Contract document for further information regarding prevailing wage requirements. In addition, local prevailing wages as determined by the Illinois Department of Labor are attached.

1.09 SECURITY.

Bid: Yes ☐ No ☒ If "Yes" is marked the VENDOR must submit with this offer a bid bond in the form of a cashiers check in the amount of \$500 (five hundred dollars), and made payable to Treasurer, State of Illinois. **The Bid Bond check must state the name of the remitter.** Failure to submit the required bond will result in rejection of your offer. If the DEPARTMENT accepts your offer and you refuse to execute the Contract, you will forfeit this bond to the DEPARTMENT. Otherwise, bonds will be returned to the successful and unsuccessful bidders upon award of Contract.

Performance: Yes ☒ No ☐ If "Yes" is marked the VENDOR must provide a contract bond in accordance with Section III, par. I of the Contract document.

1.10 VENDOR CONFERENCE AND SITE INSPECTION.

Vendor Conference: Yes ☐ No ☒
Mandatory: Yes ☐ No ☒
Date and Time: at Local Time
Location:

Site Inspection: Yes ☐ No ☒
Mandatory: Yes ☐ No ☒
Date and Time: at Local Time
Location:

1.11 PROJECT CONTACT.

Agency: Illinois Department of Transportation
Office: District 5 Bureau of Operations
Attn: Howard L. Furnish
Address: 13473 IL Hwy. 133
P. O. Box 610
Paris, Illinois 61944-0610

Telephone: 217-466-7290
TDD 217-463-2279
Fax: 217-465-5732
E-mail: FurnishHL@nt.dot.state.il.us

1.12 PROTEST REVIEW OFFICE.

Illinois Department of Transportation
Bureau of Accounting & Auditing - Room 132
Attn. Andrew S. Gordon
2300 South Dirksen Parkway
Springfield, IL 62764

Telephone: 217/782-2730
Fax: 217/782-6354
TDD 217/524-4875

1.13 DEFINITIONS.

The terms "we," "our," "us", "agency", and "department" refer to the State. "You", "your", "vendor", "bidder" and "offeror" refer to the person submitting the offer. "Offer" is the term used to mean the response to an Invitation for Bids is sometimes called a "bid".

- 1.14 STATUTORY CITATIONS.** This solicitation is governed by Illinois law. You will find a number of statutory references in the solicitation that are designated "**ILCS**." The official text can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version of the statutes can be viewed at www.legis.state.il.us/ilcs/chapterlist.html. The Illinois Procurement Code (**30 ILCS 500**) and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed by registered users at <http://www.purchase.state.il.us> (click on Reference Library.)
- 1.15 ILLINOIS PROCUREMENT BULLETIN.** We publish in the electronic Illinois Procurement Bulletin various notices including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. You may register to view and download procurement information at <http://www.purchase.state.il.us> (click on Registration for free enrollment). You are responsible for monitoring the Bulletin and we cannot be held responsible if you fail to receive the optional e-mail notices.
- 1.16 SUBMISSION OF OFFER.** SEE SECTIONS 1.03 and 1.04 FOR DATE, TIME AND ADDRESS FOR SUBMITTING OFFERS. You may mail or hand deliver offers, including amendments. We do not allow computer, fax, or other electronic submissions unless authorized in Section 1.05. We must actually receive submissions as specified. It shall not be sufficient to show that you mailed or commenced hand delivery of the response before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings before delivery and at the delivery site.
- 1.17 FORM AND CONTENT OF OFFERS.** The "Solicitation Response Forms," completed, signed and returned by you, will constitute your offer. An original and the designated number of copies of each offer are required (see Section 1.05). Failure to submit the required number of copies may prevent your offer from being evaluated within the allotted time. Offers, including modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The DEPARTMENT may require that offers be submitted in electronic form. Your offer must provide all information requested and must address all points. We do not encourage exceptions as we have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited **ILCS**). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.
- 1.18 MODIFICATION/WITHDRAW OF OFFER.** Written requests to modify or withdraw the offer received by the DEPARTMENT before the scheduled opening time will be accepted and will be corrected after opening. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the offer and marked as a MODIFICATION or WITHDRAWAL of the offer.
- 1.19 QUESTIONS.** Please direct all questions (and requests for ADA accommodations) to the Department PROJECT CONTACT as noted in Section 1.11. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the DEPARTMENT. We will provide written answers to questions of a general nature, or those that would affect the solicitation. We will either send them to all eligible recipients of the solicitation or post them in the Illinois Procurement Bulletin. Only written answers to questions shall be binding on the DEPARTMENT.
- 1.20 VENDOR CONFERENCE/SITE VISIT.** SEE SECTION 1.10 FOR TIME AND LOCATION OF CONFERENCE. If so designated in Section 1.10, mandatory attendance is a condition of submitting an offer. The conference/site visit provides interested parties an opportunity to discuss the DEPARTMENT'S needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract. **Late arrival at a "mandatory" conference/site visit may be considered non-attendance and result in rejection of offer.**

- 1.21 RESPONSIBILITY TO READ AND UNDERSTAND.** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this solicitation, you must immediately notify the PROJECT CONTACT. We will issue written instructions, if appropriate.
- 1.22 OPENING.** SEE SECTIONS 1.03 AND 1.04 FOR LOCATION, DATE AND TIME OF OPENING. We will open all offers properly and timely submitted and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission.
- 1.23 LATE DELIVERY.** We will not consider offers received at the opening location after the stated due date and time.
- 1.24 OFFER FIRM TIME.** SEE SECTION 1.06 FOR FIRM TIME. Offers shall remain firm and unaltered after opening for the number of days shown. We may accept your offer, subject to successful contract negotiations, at any time during the offer firm time.
- 1.25 SECURITY.** SEE SECTION 1.09 FOR REQUIREMENTS. You must provide any required offer security (i.e., bid bond) with the offer, and performance security within 10 days of our accepting your offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed.
- 1.26 PRESENTATIONS AND INSPECTIONS.** You must provide a formal presentation of the offer upon request. We reserve the right to inspect and review your facilities, equipment and personnel and those of any identified subcontractors.
- 1.27 BEST & FINAL.** We may request best & final offers if deemed necessary, and will determine the scope and subject of any best & final request. However, you should not expect that we will ask for best & finals to give you an opportunity to strengthen your offer. Therefore, you must submit your best offer based on the terms and condition set forth in this solicitation.
- 1.28 EVALUATION AND AWARD.** We evaluate offers using criteria shown in this solicitation. If we select your offer for award, we will send you written notice and will post the notice to the Illinois Procurement Bulletin. Such notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.
- 1.29 PROTESTS.** If you object to any provision of the solicitation, believe we improperly rejected your offer, or believe the selected offer is not in the State's best interests, you may submit a written protest. We must actually receive the protest within seven (7) calendar days after you know or should have known of the facts giving rise to the protest. You shall be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. Protests of specifications must be submitted within seven (7) calendar days after first publication. You must submit your protest to the PROTEST REVIEW OFFICE (See Section 1.12.) We will consider only written protests that are properly and timely submitted. We will issue a written decision and that decision is final.
- 1.30 CONTRACT NEGOTIATIONS.** You must be prepared for us to accept your offer as submitted, but we may require contract negotiations if necessary or desirable. If negotiations do not result in an acceptable agreement, we may reject your offer or revoke the award, and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s). The PROJECT CONTACT may not be so authorized.
- 1.31 COMMENCEMENT OF WORK.** If you begin any billable work prior to the DEPARTMENT'S final approval and execution of the contract, you do so at your risk.

- 1.32 RESERVATIONS.** We reserve the right to reject all offers; to reject individual offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the offer. Submission of an offer confers on you no right to an award or to a subsequent contract. This process is for the State's benefit only and is to provide the DEPARTMENT with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions shall be made solely at our discretion and made to favor the State.
- 1.33 VENDOR CONTACT.** We will consider the person who signed your offer to be your contact person for all matters pertaining to the offer unless you designate some other person in writing.
- 1.34 COST OF PREPARATION.** We are not responsible for and will not pay any costs associated with the preparation and submission of your offer.
- 1.35 PUBLIC INFORMATION.** All information submitted is subject to the Illinois Freedom of Information Act (**5 ILCS 140**), the Illinois Procurement Code (**30 ILCS 500**) and other applicable laws and rules. Vendors claiming exemption from disclosure of certain portions of the offer must do so in a separate section of the offer labeled "Confidential Information." This section must identify the volume, page and section containing the confidential information, the reason for the claim of confidentiality and the statutory citation authorizing the exemption from disclosure. We will determine whether claimed exemptions apply. Upon award the name of the winning vendor and price as well as sufficient information from that offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. We must disclose only the record (name, and in the case of IFBs, the price) after award of the losing offers. Final results of the DEPARTMENT'S evaluation shall be public.
- 1.36 PUBLIC CONTRACTS NUMBER.** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at 312-814-2431.
- 1.37 OUT OF STATE COMPANIES.** Please contact the Illinois Secretary of State (217/782-1834) regarding a Certificate of Authority to Transact Business in Illinois (**805 ILCS 5/13**). Application Form BCA 13.15 may be downloaded from www.sos.state.il.us/depts/bus_serv/bca.html.
- 1.38 NON-DISCRIMINATION POLICY.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 1.39 COMPLETION OF SOLICITATION RESPONSE FORMS.** The Solicitation Response forms consist of the "Contract for Supplies and/or Services" and "Vendor Pre-qualification" information. **You must complete, respond to and submit all sections including attachments, clearly show any "exceptions," sign and return each of the forms as indicated.** We may provide an electronic form of this solicitation and require that you respond in like form (see Section 1.03). The electronic version may include additional instructions.
- a. Contract For Supplies and/or Services. This is the part of the solicitation that shows what we require in terms of specifications, contract terms and requirements. The Contract for Supplies and/or Services is arranged as follows:
- | | |
|--------------|---|
| Section I. | Contract Format and Signatures |
| Section II. | Term of Contract |
| Section III. | Description of Supplies and/or Services |
| Section IV. | Pricing/Compensation |
| Section V. | Standard Terms, Conditions and Certifications |
| Section VI. | Department Supplemental Terms and Conditions |

Section VII. Department Attachments

Section VIII. Vendor Provided Additional Material and Exceptions

- (1) The Contract Format and Signatures page identifies the parties and the other elements of what will be the CONTRACT. By signing on the line provided you are making an offer to perform in accordance with the terms and conditions found in each section of the proposed contract (even if you do not return the State's forms with the offer) as modified by any exceptions properly noted. The DEPARTMENT may accept your offer as submitted by signing the Contract Format and Signatures page or may propose a counter-offer. It may be necessary to make modifications to the forms after award, or as a condition to award, to accurately reflect the final understanding of the Parties. Submit two copies of the Contract Format and Signature page if you wish to have an original signature returned to you. By signing on the Contract Format and Signatures page, you are making the certifications included in the contract.
 - (2) Insert price information and/or bid amounts only in the Pricing/Compensation Section of the Contract document.
 - (3) Any Supplemental Terms and Conditions required by the DEPARTMENT are included as Section VI of the Contract document and will supercede anything to the contrary in the Standard Terms and Conditions.
 - (4) The Vendor Provided Additional Material and Exceptions, is where you provide any additional material that you want us to evaluate, and give detailed descriptions of any exceptions you propose. **This is included as Section VIII of the Contract document and must be completed by the VENDOR.**
- b. Vendor Pre-qualification. You must sign the "Vendor Pre-qualification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your offer. The "Vendor Pre-qualification" section is arranged as follows:
- Vendor Pre-qualification Format and Signature
 - Business and Directory information
 - References
 - Department of Human Rights Public Contract Number
 - Minority, Female, Person with a Disability Status and Subcontracting
 - Conflict of Interest Disclosures
 - Taxpayer Identification Number

1.40 CRITERIA FOR EVALUATION AND AWARD. We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness and price. All offers must meet the following administrative and responsibility criteria.

- a. Administrative Compliance. We will determine whether the offer complied with the Instructions for Submitting Offers. **We must reject your offer if you submit it late.** Failure to meet other requirements could result in rejection.
- b. Vendor Responsibility. We will determine whether the VENDOR submitting the offer is one with whom we can or should do business. Factors that we may evaluate to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A VENDOR must at all times have financial, personnel and material resources sufficient, in the opinion of the DEPARTMENT, to ensure performance of the

contract and must provide proof upon request. We will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c. Responsiveness. A bid must conform in all material respects to the Invitation for Bids.

(1) Product or Service Acceptability. The Contract section titled "Description of Supplies and Services" shall set forth any specifications and/or evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material. It may also provide for accomplishing any of the following prior to award:

(a) inspection or testing of a product or service prior to award for such characteristics as quality or workmanship;

(b) examination of such elements as appearance, finish, taste, or feel;

(c) other examinations to determine whether it conforms to any other purchase description requirements.

(2) The acceptability evaluation is not conducted for the purpose of determining whether one bidder's product or service capability is superior to another, but only to determine that a bidder's offering is acceptable as set forth in the Description of Supplies and/or Services. Any bidder's offering that does not meet the acceptability requirements shall be rejected.

(3) When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered upon a showing the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the DEPARTMENT'S needs may be accepted. Point and other such evaluation methods are tools we use to aid us in the evaluation process, but are not always definitive. We reserve the right to use our discretion to eliminate offers that we deem unacceptable.

d. Price. We will identify the lowest cost offer and may rank the others in order of price. The vendor who submitted the lowest cost offer that meets the "administrative", "responsibility" and "responsiveness" requirements shall be eligible for award.

END OF INSTRUCTIONS



Illinois Department of Transportation

CONTRACT FOR SUPPLIES AND/OR SERVICES

I. CONTRACT FORMAT AND SIGNATURES

A. FORMAT. The CONTRACT includes the following sections.

- I. **CONTRACT FORMAT AND SIGNATURES.** Section I defines the contract format and contains the required contract execution signatures.
- II. **TERM OF CONTRACT.** The term of this CONTRACT and provisions for renewal and termination are as specified in Section II.
- III. **DESCRIPTION OF SUPPLIES AND/OR SERVICES.** VENDOR shall provide the supplies and/or perform the services specified in Section III of this CONTRACT.
- IV. **PRICING/COMPENSATION.** DEPARTMENT shall compensate VENDOR for the supplies and/or services provided at rates or prices established in Section IV of this CONTRACT.
- V. **STANDARD TERMS, CONDITIONS AND CERTIFICATIONS.** Standard terms, conditions and certifications applicable to this CONTRACT are specified in Section V.
- VI. **DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS.** Supplemental Terms and Conditions required by the DEPARTMENT are specified in Section VI.
- VII. **DEPARTMENT ATTACHMENTS.** If applicable, Section VII contains additional attachments such as drawings, plans, wage rates, etc. provided by the DEPARTMENT and thereby incorporated.
- VIII. **VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS.** Where the VENDOR desires to provide additional material or information to this CONTRACT, or takes exception to any part of this CONTRACT, VENDOR must indicate such and/or provide material in Section VIII.

B. SIGNATURES. The Undersigned State of Illinois, Department of Transportation (DEPARTMENT) and VENDOR, the PARTIES to this CONTRACT, agree to perform in accordance with the provisions of this CONTRACT, including those attached or incorporated by reference. In Witness whereof, DEPARTMENT and VENDOR have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below.

FOR THE VENDOR:

Signature of Authorized Representative

Type or Print Name of Authorized Representative

Date

Title of Authorized Representative

Company Name

Legal Address

City, State, Zip

FOR THE DEPARTMENT:

D. Clark, District Engineer, District 5

Samuel W. Ach, Chief Counsel (Approved as to form)

Victor A. Modeer, Director, Division of Highways

Robert J. Millette, Director of Finance & Administration

Timothy W. Martin, Secretary of Transportation

Date

To be completed by DEPARTMENT upon contract award. Source Selection: IFB (including Multi-step.) X

Supplies/Services Awarded:

☐ Entire CONTRACT awarded to the VENDOR.

☐ Partial award. The VENDOR awarded only the following bid items from Section IV, Pricing/Compensation:

II. TERM OF CONTRACT

- A. Term of Contract.** The term of this contract shall commence on **April 1, 2004** and terminate on **June 30, 2004**. All services contracted for prior to the termination date must be completed and invoiced to the Department within 45 calendar days of the termination date.
- B. Early Termination.** The DEPARTMENT reserves the right to terminate this CONTRACT without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, DEPARTMENT shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- C. Renewal.** This contract may not be renewed.

III. DESCRIPTION OF SUPPLIES AND/OR SERVICES

- A. Need for Supplies and Services.** Replace six bridge deck beams on Structure Number (S.N.) 092-0041 on Illinois Route 1, south of Georgetown.
- B. Department's Goal.** To secure the services of a qualified contractor to replace the bridge deck beams on S.N. 092-0041. Removal of existing bituminous wearing surface and waterproofing membrane system, removal and replacement of pre-cast concrete deck beams, and replacement of the waterproofing membrane system and bituminous wearing surface.
- C. Supplies and/or Services Required.** The supplies and/or services required by this CONTRACT are specified below. VENDOR must provide the specified supplies and/or services and adhere to all stated performance requirements and schedules. Failure by the VENDOR to comply can result in cancellation of the contract and forfeiture of applicable performance bond.

Furnish all labor, equipment and materials necessary to remove existing bituminous wearing surface and weathering membrane system, remove and replace pre-cast concrete deck beams and replace the waterproofing membrane system and bituminous wearing surface.

All work shall be done in accordance with the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids and the Supplemental Specification and Recurring Special Provision indicated on the Check Sheet included herein, which apply to and govern the construction of FAP 332, Section D5 Deck Beam Replacement 2004-1, in Vermilion County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and govern.

D. Milestones and Deliverables.

This project shall not commence before April 1, 2004 and shall be complete before May 28, 2004.

Failure to complete the project on time will be governed by the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2002, Section 108, Prosecution and Progress; Article 108.09, Failure to Complete the Work on Time.

- E. New Products/Substitutions.** All supplies and materials furnished shall be new, unused, of most recent manufacture and not discontinued unless otherwise authorized by the DEPARTMENT. If an item becomes discontinued or otherwise not available during the term, the VENDOR may propose to substitute an equivalent or better product at no additional cost, subject to approval of the DEPARTMENT. If the CONTRACT is for performance of services and a named provider is no longer available through no fault of the VENDOR, the VENDOR may propose a substitute with equivalent or better qualifications at no additional cost, subject to approval of the DEPARTMENT.

- F. Quantities.** The quantities shown herein are either actual or are estimates as stated. Estimates are based, when possible, on actual usage during the most recent contract period, known DEPARTMENT program modifications and other factors that may influence total quantity used. Estimated quantities are not guaranteed, however, VENDOR shall furnish all requirements for the contract period whether more or less than the estimate.
- G. Orders.** If the nature of the supplies and/or services requires multiple orders, such orders against the CONTRACT will be made by the DEPARTMENT using an approved form as the need arises. Orders written through and including the last day of the contract shall be honored.
- H. Qualifications of Vendor and/or Vendor's staff (or others who would perform).** Failure by VENDOR to maintain the qualifications stated herein may result in bid rejection and/or contract termination.

The VENDOR must be pre-qualified with the DEPARTMENT in "09A" Highway Structures or "010" Structure Repair.

- I. Performance Security Bond.** Yes ☒ No ☐

If above Performance Security Bond is marked "Yes", the VENDOR shall provide a Performance and Payments Bond in form and content satisfactory to the DEPARTMENT **prior** to performing any work pursuant to this CONTRACT. The Bond shall cover **100%** percent (%) of the cost of the work. [If the CONTRACT is related to Public Works and "open-ended" regarding quantity of work, all individual work orders having a total cost of \$5,000 or greater will require a Bond for the above stated percentage amount.]

- J. Subcontracting/Joint Ventures.** Allowed ☒ Not Allowed ☐

The DEPARTMENT intends to contract with one entity per contract and that entity shall be contractually responsible for performance. However, if the entity is a joint venture, one of the parties to the joint venture must take full contractual responsibility for performance under the CONTRACT. If subcontracting is permitted, subcontractors are subject to approval of the DEPARTMENT.

IV. PRICING/COMPENSATION

A. Contract Title: BRIDGE DECK BEAM REPLACEMENT, S.N. 092-0041

B. Supplies and/or Services to be Provided and Rate of Compensation. In the space(s) provided below, the VENDOR will list the prices to be charged the DEPARTMENT if awarded this CONTRACT. Prices will include providing all supplies and/or services specified in compliance with all terms, conditions and requirements as stated in this CONTRACT.

DESCRIPTION OF ITEM TO BE PRICED	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
20200500 Earth Excavation (Widening)	49.0	Cu.Yd.		
40600100 Bituminous Materials (Prime Coat)	3.0	Gal.		
44000920 Bituminous Concrete Shoulder Removal	117.0	Sq.Yd.		
44001000 Bituminous Concrete Surface Removal	31.0	Sq.Yd.		
50400505 Precast Prestressed Concrete Deck Beams (27" Depth)	346.0	Sq.Ft.		
50400605 Precast Prestressed Concrete Deck Beams (33" Depth)	850.0	Sq.Ft.		
58100200 Waterproofing Membrane System	167.0	Sq.Yd.		
58300100 Portland Cement Mortar Fairing Course	681.0	Ft		
67000400 Engineer's Field Office, Type A	2.0	Cal.Mo.		
67100100 Mobilization	1.0	L. Sum		
70100405 Traffic Control & Protection, Standard 701321	1.0	Each		
70100450 Traffic Control & Protection, Standard 701201	1.0	L. Sum		
70100500 Traffic Control & Protection, Standard 701326	1.0	L. Sum		
70103815 Traffic Control Surveillance	2.0	Cal.Da.		
70106500 Temporary Bridge Traffic Signals	1.0	Each		
70106700 Temporary Rumble Strips	3.0	Each		

70300520	Pavement Marking Tape, Type III 4"	1,132.0	Ft.		
70400100	Temporary Concrete Barrier	570.0	Ft.		
78001110	Paint Pavement Marking Line 4"	2,264.0	Ft.		
78300100	Pavement Marking Removal	747.0	Sq.Ft.		
X0320047	Removal of Existing Precast Prestressed Concrete Deck Beams	1.218.0	Sq.Ft.		
X4066424	Bituminous Concrete Surface Course, Superpave Mix "D" N50	25.0	Ton		
Z0002900	Base Course (Option)	302.0	Sq.Yd.		
Z0030250	Impact Attenuators, Temporary (Non - Redirective) Test Level 3	24.0	Each		
TOTAL COST =				\$	

C. Discount for Prompt Payment. If applicable, VENDOR shall state below a percent discount allowed the DEPARTMENT for Prompt Payment. This discount will not be a factor in making the award.

Discounts = ____ % discount for payment received within ____ days of invoice date.

D. Payment Terms and Conditions (including when paid, frequency and retainage). Please note that all services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within 45 calendar days of the termination date.

1. Invoices are to be submitted on a monthly basis or upon completion of services.

2. **Invoices.** The amount shown on each invoice shall be in accordance with the rates established in this CONTRACT. All non-labor costs, if allowable, shall be listed and itemized as provided in this CONTRACT. Any invoices/bills issued by the VENDOR to the DEPARTMENT pursuant to this CONTRACT shall be sent to the following address:

Illinois Department of Transportation
District 5 Bureau of Operations
Attn: Howard L. Furnish
13473 IL Hwy. 133
P. O. Box 610
Paris, Illinois 61944-0610

3. Tax Exemption. DEPARTMENT'S State of Illinois tax exemption number is E9986-2522-04. The Federal tax exemption certificate is available on request.

Bid Submitted by: _____
Firm Name

V. STANDARD TERMS, CONDITIONS AND CERTIFICATIONS

A. Standard Terms And Conditions.

1. **Term And Renewals.** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including **30 ILCS 500/20-60**. When the term begins on execution, that means the date of final execution by the DEPARTMENT. If the commencement of performance is delayed because the CONTRACT is not executed by the DEPARTMENT on the start date, the DEPARTMENT may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
2. **Billing.**
 - a. VENDOR shall submit invoices to the address, on the schedule and with the detail required by the DEPARTMENT. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this CONTRACT or order..
 - b. VENDOR shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the DEPARTMENT. The DEPARTMENT does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
 - c. By submitting an invoice VENDOR certifies the supplies and/or services met all requirements of the CONTRACT, and the amount billed and expenses incurred are as allowed in the CONTRACT. Invoices for supplies ordered or services performed and expenses incurred prior to July 1st must be presented to the DEPARTMENT no later than July 31; otherwise VENDOR may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**).
3. **Payment.**
 - a. Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
 - b. The DEPARTMENT shall not be liable to pay for any supplies or services, including related expenses subject of this CONTRACT incurred prior to the beginning of the term of this CONTRACT. Any CONTRACT or order labeled "subject to financing" or words to similar effect is subject to the DEPARTMENT obtaining suitable financing.
 - c. The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the DEPARTMENT that all requirements under this CONTRACT have been completed, which determination shall not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of VENDOR'S records as provided for in this CONTRACT.
 - d. Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
 - e. As a condition of payment, VENDOR must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request.
4. **Availability of Appropriations (30 ILCS 500/20-60).** DEPARTMENT shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the DEPARTMENT'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT shall determine whether amounts appropriated are

sufficient. DEPARTMENT shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice.

5. **Consultation.** VENDOR shall keep the DEPARTMENT fully informed as to the progress of matters covered by this CONTRACT. Where time permits and VENDOR is not otherwise prohibited from so doing, VENDOR shall offer the DEPARTMENT the opportunity to review relevant documents prior to filing with any public body or adversarial party.
6. **Performance Reviews.** The DEPARTMENT may conduct a post performance review of the VENDOR'S performance under the CONTRACT. The VENDOR shall cooperate with the DEPARTMENT in this review, which may require that VENDOR provide records of its performance and billing. Vendor shall provide any required information within 30 days of the DEPARTMENT'S request. This post performance review may be used by any State agency in determining whether to enter other contractual relationships with the VENDOR.
7. **Audit/Retention Of Records (30 ILCS 500/20-65).** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the DEPARTMENT under the CONTRACT or subcontract. Books and records shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the DEPARTMENT, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
8. **Schedule Of Work.** Any work performed on DEPARTMENT premises shall be done during the hours designated by the DEPARTMENT and shall in any event be performed so as to minimize inconvenience to the DEPARTMENT and its personnel and minimize interference with the DEPARTMENT'S operations.
9. **Independent Contractor.** The VENDOR shall be an independent contractor. Supplies provided and/or services performed pursuant to this CONTRACT are not rendered as an employee of the DEPARTMENT or of the State of Illinois. Amounts paid pursuant to this CONTRACT do not constitute compensation paid to an employee.
10. **Responsibility For Agents And Employees.** VENDOR shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of VENDOR'S duties under this CONTRACT. VENDOR represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the DEPARTMENT determines that any individual performing services for VENDOR hereunder is not providing such skilled services, it shall promptly so notify VENDOR and VENDOR shall replace that individual.
11. **Assignment And Subcontracting.**
 - a. VENDOR may not assign, subcontract, or transfer any interest in the work subject of this CONTRACT without DEPARTMENT'S prior written consent. In the event the DEPARTMENT consents, the terms and conditions of this CONTRACT shall apply to and bind the party to whom such work is subcontracted, assigned, or transferred as fully and completely as VENDOR is hereby bound and obligated. This includes requiring such parties to submit certifications and disclosures to DEPARTMENT for review and approval upon request.
 - b. If VENDOR is unable to secure or maintain individuals named in the CONTRACT to render the services, VENDOR shall not be relieved of its obligations to complete performance. DEPARTMENT shall have the option to accept a substitute or to terminate the CONTRACT.

- c. After notice, DEPARTMENT may transfer the CONTRACT or payment responsibility to another State agency, or assign the CONTRACT to a third party for financing purposes.

12. License. VENDOR, directly or through its employees, shall have and maintain any required license. With consent of the DEPARTMENT, VENDOR may meet the license requirement through a subcontractor.

13. Maintenance Assurance.

- a. The DEPARTMENT reserves the right to maintain any equipment purchased under this CONTRACT using DEPARTMENT personnel or third-party maintainers. In such case, VENDOR shall provide the DEPARTMENT or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The DEPARTMENT reserves the right to return to VENDOR'S maintenance following written certification by VENDOR that the equipment is eligible for VENDOR'S maintenance. VENDOR'S standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for VENDOR'S maintenance shall apply. Exercise of these rights by the DEPARTMENT shall be without penalty or sanction by VENDOR.
- b. If VENDOR discontinues service or maintenance of equipment or software provided under this CONTRACT, VENDOR shall provide to the DEPARTMENT at no cost adequate documentation and access to specialized or proprietary tools to allow the DEPARTMENT or a subcontractor to maintain the equipment or software. This provision shall not apply if VENDOR arranges for continued service and maintenance through another vendor and at a price acceptable to the DEPARTMENT.

14. Confidentiality And Use of Work Product.

- a. Any documents or information obtained by VENDOR from the DEPARTMENT in connection with this CONTRACT shall be kept confidential and shall not be provided to any third party unless disclosure is approved in writing by the DEPARTMENT.
- b. Unless otherwise agreed in writing the following applies. Work product produced under this CONTRACT, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the DEPARTMENT, including any patent, copyright or other intellectual property rights. With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. §101. To the extent that any portion of such work product is not a work made for hire, VENDOR completely and without reservation assigns to the DEPARTMENT all right, title and interest in and to such portion of the work products, as well as all related intellectual property rights, including patent and copyright. DEPARTMENT shall exercise all rights of ownership in all such work product without restriction or limitation including as to use, and without further compensation to VENDOR. VENDOR shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the DEPARTMENT except to perform this CONTRACT. Nothing herein shall be construed as precluding the use of any information independently acquired by VENDOR without such limitation.
- c. The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that VENDOR previously developed and brings to the DEPARTMENT in furtherance of performance of the CONTRACT shall remain the property of the VENDOR. VENDOR grants to the DEPARTMENT a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise

15. Warranty.

- a. VENDOR warrants that all services will be performed in a good and professional manner. Unless otherwise agreed, VENDOR warrants that supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications. VENDOR warrants

it has title to, or the right to allow the DEPARTMENT to use, the supplies and services being provided and that the DEPARTMENT may use same without suit, trouble or hindrance from VENDOR or third parties.

- b. VENDOR, for itself and its subcontractors and agents, represents and warrants that: (i) all products delivered and services performed under this CONTRACT (the "Products") are "Year 2000 Compliant," and will and are designed to accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries, and from, in and between the years 1999 and 2000. In the event of a breach of this Year 2000 warranty, VENDOR shall, at its sole expense and without interrupting ongoing business of the DEPARTMENT, immediately take all necessary actions to cure the breach.

16. Liability And Insurance.

- a. VENDOR agrees to assume, without limitation, all risk of loss and to indemnify and hold the DEPARTMENT, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the DEPARTMENT) resulting from the negligence or misconduct of VENDOR, its employees, agents, or subcontractors in the performance of the CONTRACT. VENDOR shall assume risk of loss until delivery to the DEPARTMENT'S facility. VENDOR shall do nothing to prejudice the DEPARTMENT'S right to recover against third parties for any loss, destruction, or damage to DEPARTMENT property, and shall at the DEPARTMENT'S request and expense, furnish to the DEPARTMENT reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the DEPARTMENT in obtaining recovery.
- b. VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the DEPARTMENT from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the DEPARTMENT and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the DEPARTMENT. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
- c. VENDOR shall, without limitation, at its expense defend the DEPARTMENT against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the DEPARTMENT in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the DEPARTMENT'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the DEPARTMENT the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the DEPARTMENT an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the DEPARTMENT may incur to acquire substitute supplies or services.
- d. DEPARTMENT assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (**5 ILCS 350/1**). The DEPARTMENT'S liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (**705 ILCS 505/1**) and to the availability of suitable appropriations.
- e. Neither party shall be liable for incidental, special or consequential damages.

17. **Tax Compliance.** VENDOR shall comply with applicable tax requirements and shall be current in payment of such taxes.
18. **Solicitation And Employment.** VENDOR shall not employ any person employed by the DEPARTMENT during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the DEPARTMENT'S director if VENDOR solicits or intends to solicit for employment any of the DEPARTMENT'S employees during the term of this CONTRACT. DEPARTMENT has no authority to contractually refuse to hire VENDOR'S employees who apply to the DEPARTMENT for employment.
19. **Background Check.** The DEPARTMENT may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at DEPARTMENT facilities. Any officer, employee or agent deemed unsuitable by the DEPARTMENT must be replaced immediately.
20. **Breach And Other For Cause Termination.** DEPARTMENT may terminate this CONTRACT without penalty to the DEPARTMENT or further payment required in the event of: (i) any breach of this CONTRACT which, if it is susceptible of being cured, is not cured within 15 days of the DEPARTMENT giving notice of breach to VENDOR, including but not limited to failure of VENDOR to maintain covenants, representations, warranties, certifications, bonds and insurance; (ii) commencement of a proceeding by or against VENDOR under the U.S. Bankruptcy Code or similar law; or any action by VENDOR to dissolve, merge, or liquidate; or (iii) material misrepresentation or falsification of information provided by VENDOR in the course of any dealing between the PARTIES or between VENDOR and any State agency.
21. **Force Majeure.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
22. **Antitrust Assignment.** Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the CONTRACT.
23. **Non-Discrimination.** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the DEPARTMENT does not unlawfully discriminate in employment, contracts, or any other activity.
24. **Applicable Law.** The terms and conditions of this CONTRACT, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, to the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the DEPARTMENT arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The DEPARTMENT shall not enter into binding arbitration to resolve any CONTRACT dispute. The State of Illinois does not waive sovereign immunity by entering into this CONTRACT. Any provision containing a citation to an Illinois statute (**cited ILCS**) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at www.legis.state.il.us.
25. **Notices.** Notices shall be in writing and may be delivered by any means. Notices by fax must show the date/time of successful receipt. Notices to VENDOR shall be sent to the person shown on the signature page. Notices to DEPARTMENT shall be sent to the executive head of the DEPARTMENT at DEPARTMENT headquarters. Notice of any name, address, or fax number change shall be given to the other in writing.

26. Entire Contract. This CONTRACT, with attachments, constitutes the entire agreement between the PARTIES concerning the subject matter of the CONTRACT. Modifications and waivers must be in writing and signed by authorized representatives of the PARTIES. Any provision of this CONTRACT officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this CONTRACT shall be interpreted, as far as possible, to give effect to the PARTIES' intent. All provisions that by their nature would be expected to survive, shall survive termination of this CONTRACT, including without limitation provisions relating to confidentiality, warranty, ownership and liability.

27. Contracting Authority. Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the DEPARTMENT. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS' facilities.

28. Amendments. This CONTRACT may be amended during the initial term or during any renewal period upon written agreement by both parties.

B. Certifications. VENDOR certifies its compliance or agreement to comply with the following legal requirements, and that it is not barred from being awarded a contract or subcontract due to violation of, or inability or unwillingness to comply with those requirements.

1. Legal Ability To Contract. VENDOR certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a. **Non-discrimination – Federal Requirements.** VENDOR, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and applicable rules in performance under this CONTRACT.
- b. **Default on Repayment of Educational Loan.** VENDOR is not in default on an educational loan (**5 ILCS 385/3**).
- c. **Early Retirement.** VENDOR has informed the director of the DEPARTMENT in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. VENDOR has not received an early retirement incentive in or after 2002 under section 14-108.3 or 16-133.3 of the Illinois Pension Code, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- d. **Bribery.** VENDOR has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (**30 ILCS 500/50-5**).
- e. **Felony Conviction.** If VENDOR has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (**30 ILCS 500/50-10**).
- f. **Delinquent Debt.** VENDOR is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and VENDOR acknowledges the DEPARTMENT may declare the contract void if this certification is false (**30 ILCS 500/50-11**) or if vendor later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (**30 ILCS 500/50-60**).
- g. **Inducements.** VENDOR has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has VENDOR accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (**30 ILCS 500/50-25**).
- h. **Revolving Door Prohibition.** VENDOR is not in violation of the "Revolving Door" section of the Illinois Procurement Code (**30 ILCS 500/50-30**).
- i. **Reporting Anti-competitive Practices.** VENDOR will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice

among any bidders, offerors, contractors, proposers or employees of the State (**30 ILCS 500/50-40, /50-45, /50-50**).

- j. **Drug-free Workplace.** VENDOR will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the CONTRACT. This certification applies to CONTRACTS of \$5000 or more with individuals; and to entities with twenty-five (25) or more employees (**30 ILCS 580**).
 - k. **International Anti-boycott.** Neither VENDOR nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to CONTRACTS that exceed \$10,000 (**30 ILCS 582**).
 - l. **Bid-rigging.** VENDOR has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (**720 ILCS 5/33E-3, 5/33E-4**).
 - m. **Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** VENDOR complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (**775 ILCS 5/2-105**).
 - n. **Discriminatory Club Dues.** VENDOR does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (**775 ILCS 25/2**).
2. **Conflicts of Interest.** VENDOR has disclosed, and agrees it is under a continuing obligation to disclose to the DEPARTMENT, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the CONTRACT. This includes, but is not limited to conflicts under the "Infrastructure Task Force fee prohibition" section of the State Finance Act (**30 ILCS 105/8.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the VENDOR's obligation under this CONTRACT. Vendor shall not employ any person with a conflict to perform under this CONTRACT. If any conflict under Section 50-13 exists, no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- a. the person intending to contract with the DEPARTMENT, their spouse or minor child:
 - (1) holds an elective office in Illinois;
 - (2) holds a seat in the Illinois General Assembly;
 - (3) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.)
 - b. the contract is with a firm, partnership, association or corporation in which a person covered by item (a) above receives more than 7½% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.**)
 - c. the contract is with a firm, partnership, association or corporation in which a person covered by item (a), together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382**) from the firm, partnership, association or corporation.

VI. DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS

- A. **Publicity.** VENDOR shall not, in any advertisement or any other type of solicitation for business, state, indicate or otherwise imply that it is under contract to the DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without prior written approval except as required by law.
- B. **Prevailing Wage.** VENDOR certifies that VENDOR is in compliance with the Illinois Prevailing Wage Act (820 ILCS 130) and the Illinois Procurement Code (30 ILCS 500). If applicable, see attached Department of Labor rate sheet.

1. No bidder will be awarded a contract unless its employees are paid wages and benefits and are working under conditions prevalent in the location where the work is to be performed, in the following classifications:
 - (a) All work associated with the construction or repair of Public Works (e.g., State owned buildings, roads, bridges, airport facilities, etc.)
 - (b) Janitorial services;
 - (c) Window washing;
 - (d) Security Guard services;
 - (e) Printing Services.
 2. Prevailing wages, rates, benefits, and conditions will be those in effect on the first date of the CONTRACT, provided that, if the rate changes during the course of the CONTRACT term and the amount of change is known before the execution of the CONTRACT, then the CONTRACT will vary in like amount. If the change cannot be determined in advance, the CONTRACT will be changed by the amount of the change in wage rate, as specifically set forth and in accordance with the provisions of 44 Ill. Adm. Code. 1.2560.
 3. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site **www.state.il.us.agency/idol/**.
- C. **Steel Procurement.** VENDOR certifies that steel products used or supplied in the performance of this CONTRACT or any subcontract thereto shall be manufactured or produced in the United States, if applicable.
- D. **Overtime.** All work performed by VENDOR at overtime rates shall be pre-approved by the DEPARTMENT.
- E. **Requirements for Federally Funded Contracts.** N/A

VII. DEPARTMENT ATTACHMENTS

This Section of the CONTRACT contains additional attachments provided by the procuring DEPARTMENT.

- ☐ No. There are no additional DEPARTMENT attachments.
- ☒ Yes. The below listed attachments are included and incorporated as part of this CONTRACT.

Vermilion County Prevailing Wage for October 2003

Special Provisions for Contract No. 70357

Quarter-Size Plan Sheets for Contract No. 70357

Note: Plan specifications and plan sheets may be obtained from Howard L. Furnish upon request at the District 5 Headquarters, 13473 IL Hwy. 133, Paris, Illinois, telephone number 217-466-7290, between the hours of 8:00 a.m. to 4:30 p.m. The quarter-size plan sheets are not available electronically.

Vermilion County Prevailing Wage for October 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		20.970	21.970	1.5	1.5	2.0	3.900	6.300	0.000	0.400
ASBESTOS ABT-MEC		BLD		20.190	0.000	1.5	1.5	2.0	2.520	2.500	0.000	0.000
BOILERMAKER		BLD		27.730	30.730	2.0	2.0	2.0	4.050	6.600	0.000	0.150
BRICK MASON		BLD		23.720	25.220	1.5	1.5	2.0	3.200	6.000	0.000	0.575
CARPENTER		BLD		23.380	25.130	1.5	1.5	2.0	4.000	6.780	0.000	0.300
CARPENTER		HWY		23.560	25.310	1.5	1.5	2.0	4.000	6.780	0.000	0.250
CEMENT MASON		BLD		24.080	25.330	1.5	1.5	2.0	3.200	6.550	0.000	0.200
CEMENT MASON		HWY		22.590	23.590	1.5	1.5	2.0	3.200	6.500	0.000	0.200
CERAMIC TILE FNSHER		BLD		24.750	0.000	1.5	1.5	2.0	3.200	4.000	0.000	0.000
ELECTRIC PWR EQMT OP		ALL		27.180	31.060	1.5	1.5	2.0	3.250	7.070	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		18.650	31.060	1.5	1.5	2.0	3.250	4.850	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		29.180	31.060	1.5	1.5	2.0	3.250	7.590	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		19.570	31.060	1.5	1.5	2.0	3.250	5.090	0.000	0.000
ELECTRICIAN		ALL		26.210	28.830	1.5	1.5	2.0	4.650	5.790	0.000	0.200
ELECTRONIC SYS TECH		BLD		22.270	23.770	1.5	1.5	2.0	4.650	2.870	0.000	0.450
FENCE ERECTOR		ALL		22.370	23.870	1.5	1.5	2.0	3.990	5.650	0.000	0.500
GLAZIER		BLD		23.430	24.930	1.5	1.5	2.0	3.200	3.950	0.000	0.250
HT/FROST INSULATOR		BLD		26.350	0.000	1.5	1.5	2.0	3.790	5.090	0.000	0.100
IRON WORKER		ALL		23.670	25.170	1.5	1.5	2.0	5.090	5.900	0.000	0.500
LABORER		BLD		19.470	20.470	1.5	1.5	2.0	3.900	6.300	0.000	0.400
LABORER		HWY		20.900	21.650	1.5	1.5	2.0	3.900	6.300	0.000	0.400
LATHER		BLD		23.380	25.130	1.5	1.5	2.0	4.000	6.780	0.000	0.300
MACHINIST		BLD		33.230	34.980	2.0	2.0	2.0	3.200	3.600	2.290	0.000
MARBLE FINISHERS		BLD		24.750	0.000	1.5	1.5	2.0	3.200	4.000	0.000	0.000
MARBLE MASON		BLD		26.250	0.000	1.5	1.5	2.0	3.200	4.000	0.000	0.000
MILLWRIGHT		BLD		24.400	26.150	1.5	1.5	2.0	6.000	4.220	0.000	0.300
MILLWRIGHT		HWY		19.410	20.660	1.5	1.5	2.0	2.800	3.000	0.000	0.000
OPERATING ENGINEER		ALL	1	24.950	0.000	1.5	1.5	2.0	4.000	5.800	0.000	0.550
OPERATING ENGINEER		ALL	2	16.350	0.000	1.5	1.5	2.0	4.000	5.800	0.000	0.550
PAINTER		ALL		27.350	28.700	1.5	1.5	2.0	3.200	2.500	0.000	0.320
PAINTER SIGNS		ALL		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		BLD		23.880	25.630	1.5	1.5	2.0	4.000	6.780	0.000	0.300
PILEDRIIVER		HWY		24.060	25.810	1.5	1.5	2.0	4.000	6.780	0.000	0.250
PIPEFITTER		ALL		26.360	28.340	1.5	1.5	2.0	4.700	4.600	0.000	0.450
PLASTERER		BLD		23.540	25.040	1.5	1.5	2.0	3.200	6.450	0.000	0.200
PLUMBER		ALL		26.360	28.340	1.5	1.5	2.0	4.700	4.600	0.000	0.450
ROOFER		BLD		25.110	26.110	1.5	1.5	2.0	4.150	3.600	0.000	0.200
SHEETMETAL WORKER		BLD		25.660	27.160	1.5	1.5	2.0	5.860	5.840	0.000	0.420
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	4.900	4.900	0.000	0.200
STONE MASON		BLD		23.720	25.220	1.5	1.5	2.0	3.200	6.000	0.000	0.575
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		24.750	0.000	1.5	1.5	2.0	3.200	4.000	0.000	0.000
TERRAZZO MASON		BLD		26.250	0.000	1.5	1.5	2.0	3.200	4.000	0.000	0.000
TILE MASON		BLD		26.250	0.000	1.5	1.5	2.0	3.200	4.000	0.000	0.000
TRUCK DRIVER		ALL	1	23.915	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		ALL	2	24.315	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		ALL	3	24.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		ALL	4	24.765	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		ALL	5	25.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	1	19.132	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	2	19.452	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	3	19.612	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	4	19.812	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	5	20.412	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TUCKPOINTER		BLD		23.720	25.220	1.5	1.5	2.0	3.200	6.000	0.000	0.575

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)
OSA (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

VERMILION COUNTY

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Power Cranes, Draglines, Derricks, Shovels, Gradalls, Mechanics, Tractor Highlift, Tournadozer, Concrete Mixers with Skip, Tournamixer, Two Drum Machine, One Drum Hoist with Tower or Boom, Cableways, Tower Machines, Motor Patrol, Boom Tractor, Boom or Winch Truck, Winch or Hydraulic Boom Truck, Truck Crane, Tournapull, Tractor Operating Scoops, Bulldozer, Push Tractor, Asphalt Planer, Finishing Machine on Asphalt, Large Rollers on Earth, Rollers on Asphalt Mix, Ross Carrier or similar Machine, Gravel Processing Machine, Asphalt Plant Engineer, Paver Operator, Dredging Equipment, or Dredge Engineer, or Dredge Operator, Central Mix Plant Engineer, CMI or similar type machine, Concrete Pump, Truck or Skid Mounted, Tower Crane, Engineer or Rock Crusher Plant, Concrete Plant Engineer, Ditching Machine with dual attachment, Tractor Mounted Loaders, Cherry Picker, Hydro Crane, Standard or Dinkey Locomotives, Scoopmobiles, Euclid Loader, Soil Cement Machine, Back Filler, Elevating Machine, Power Blade, Drilling Machine, including Well Testing, Caissons, Shaft or any similar type drilling machines, Motor Driven Paint Machine, Pipe Cleaning Machine, Pipe Wrapping Machine, Pipe Bending Machine, Apsco Paver, Boring Machine, (Head Equipment Greaser), Barber-Greene Loaders, Formless Paver, (Well Point System), Concrete Spreader, Hydra

Ax, Span Saw, Marine Scoops, Brush Mulcher, Brush Burner, Mesh Placer, Tree Mover, Helicopter Crew (3), Piledriver-Skid or Crawler, Stump Remover, Root Rake, Tug Boat Operator, Refrigerating Machine, Freezing Operator, Chair Cart- Self-Propelled, Hydra Seeder, Straw Blower, Power Sub Grader, Bull Float, Finishing Machine, Self-Propelled Pavement Breaker, Lull (or similar type Machine), Two Air Compressors, Compressors hooked in Manifold, Overhead Crane, Chip Spreader, Mud Cat, Sull-Air, Fork Lifts (except when used for landscaping work), Soil Stabilizer (Seaman Tiller, Bo Mag, Rago Gator, and similar types of equipment), Tube Float, Spray Machine, Curing Machine, Concrete or Asphalt Milling Machine, Snooper Truck-Operator, Backhoe, Farm Tractors (with attachments), 4 Point Lift System (Power Lift or similar type), Skid-Steer (Bob Cat or similar type), Wrecking Shears, Water Blaster.

Class 2. Concrete Mixers without Skips, Rock Crusher, Ditching Machine under 6', Curbing Machine, One Drum Machines without Tower or Boom, Air Tugger, Self-Propelled Concrete Saw, Machine Mounted Post Hole Digger, two to four Generators, Water Pumps or Welding Machines, within 400 feet, Air Compressor 600 cu. ft. and under, Rollers on Aggregate and Seal Coat Surfaces, Fork Lift (when used for landscaping work), Concrete and Blacktop Curb Machine, One Water Pump, Oilers, Air Valves or Steam Valves, One Welding Machine, Truck Jack, Mud Jack, Gunnite Machine, House Elevators when used for hoisting material, Engine Tenders, Fireman, Wagon Drill, Flex Plane, Conveyor, Siphons and Pulsometer, Switchman, Fireman on Paint Pots, Fireman on Asphalt Plants, Distributor Operator on Trucks, Tampers, Self-Propelled Power Broom, Striping Machine (motor driven), Form Tamper, Bulk Cement Plant, Equipment Greaser, Deck Hands, Truck Crane Oiler-Driver, Cement Blimps, Form Grader, Temporary Heat, Throttle Valve, Super Sucker (and similar type of equipment).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2003

This sheet contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction
 (Adopted 1-1-02) (Revised 1-1-03)

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INTRODUCTORY PARAGRAPH

Eff. 04-04-89
Rev.: 01-01-97

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2002, the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the construction of FAP 332, Section D5 Deck Beam Replace 2004-1 in Vermilion County, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

INTENT OF PROJECT

The intent of this project is to replace six bridge deck beams on S.N. 092-0041 on Illinois Route 1, 0.65 miles south of Georgetown. Appropriate measures are to be taken by the Contractor to preserve the surrounding environment and to keep all roadways open to traffic at all times with limited disruptions to the flow of the traffic. The contractor shall comply with the traffic control plan listed herein.

DESCRIPTION OF WORK

The work included in this contract consists of erecting temporary traffic signals, earth excavation for widening, placing base course widening on the west side of IL 1, setting temporary concrete barrier, removal of the existing bituminous wearing surface and waterproofing membrane system, removal and replacement of the pre-cast concrete deck beams, replacing the waterproofing membrane system and bituminous wearing surface.

TRAFFIC CONTROL PLAN

Eff. 09-11-90
Rev.: 01-06-99

Traffic control shall be in accordance with the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways, these Special Provisions and any special details and highway standards contained herein and in the plans.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications, the following Highway Standards relating to Traffic Control, and the listed Supplemental Specifications and Recurring Special Provisions.

Highway Standards: 701006 701201 701301 701311 701321 701326 702001
704001

Traffic: It is the intention of the Department that IL 1 be kept open to traffic at all times during the construction of this section. One-way traffic will be permitted in the immediate work areas during construction. At all other times, two-way traffic shall be maintained throughout the project.

The following traffic control standards shall be utilized during, but not limited to, the listed construction operations:

Standard 701006 – Traffic Control & Protection Standard 701006 shall be used during the installation of the temporary traffic control signals.

Standard 701201 – Traffic Control & Protection Standard 701201 shall be used to install the detector loops for the temporary traffic signals and installation and removal of the rumble strips on the south end of the project

Standard 701301 – Traffic Control & Protection Standard 701301 shall be used for short-term operations. This work will not be measured for payment.

Standard 701311 – Traffic Control & Protection Standard 701311 shall be used during pavement marking operations.

Standard 701321 - Traffic Control & Protection Standard 701321 shall be used during the removal and replacement of the deck beams and bridge deck work.

The access opening between the end of the temporary concrete barrier and the impact attenuators shall be increased to 40' so the residents using the private entrance at Station 2524+67 can access their property more easily. The other distances on this traffic control standard need to be adjusted accordingly. The private entrance at Station 2524+67 shall not be permanently blocked by the contractor's operations, and full access shall be maintained for this residence at all times.

Two (2) Type III barricades with flashing lights shall be placed in the field entrance at Left Station 2527+85 to close this entrance. Access is provided by the township road west of and parallel to Illinois Route 1 for the area served by this access.

This work shall be included in contract unit price for Traffic Control Standard 701321 and no additional compensation will be allowed.

Standard 701326 - Traffic Control & Protection Standard 701326 shall be used during the construction of the earth excavation widening, shoulder removal, base course (option).

TEMPORARY PORTABLE BRIDGE TRAFFIC SIGNALS

Effective: August 1, 2003

At the Contractor's option, a portable traffic signal system may be used in place of the temporary bridge traffic signal system. The work shall be according to Sections 701 and 890 of the Standard Specifications except as modified herein. The installation shall be according to applicable portions of Standard 701316 or 701321.

Portable Traffic Signal System Equipment Requirements. The system shall consist of two or more self contained trailer mounted units each consisting of two signal heads. One signal head shall be mounted on a mast arm capable of extending over the center of the travel lane. The system shall meet the physical display and operational requirements of conventional traffic signals as specified in Part IV of the Manual on Uniform Traffic Control Devices (MUTCD). Signal heads shall have 12" lenses and /conform to ITE Specification "Vehicle Traffic Control Signal Heads" and NEMA Standards TS1 and TS2. All signal heads shall be equipped with visors and back plates.

The system shall include a solid state digital traffic signal controller capable of operating the signals in accordance with MUTCD requirements and NEMA Standard TS1. The portable traffic signal system shall have conflict monitoring to ensure that conflicting indications are not displayed. The conflict monitor shall detect the presence of conflicting signal indications, the absence of proper voltages and the proper operation of the controller. Upon detection of a conflict or loss of communication, all signals will enter into flashing red mode.

The operating temperature of the signal system shall be between -30°F. to 120°F.

Each portable unit shall contain a solar cell system to facilitate battery charging. There shall be a minimum of 12 days backup reserve battery supply and the units shall be capable of operating with a 120V power supply from a generator or electrical service.

The portable traffic signal installation shall be set up securely and leveled in a manner approved by the Engineer.

Portable Traffic Signal System Operational Requirements. The Department shall be notified 72 hours prior to turn on for timing approval and verification. A qualified vendor representative shall be on site to perform the initial set up and enter the timing parameters. The portable traffic signal installation shall be set up securely and leveled in a manner approved by the Engineer.

All portable traffic signals shall be programmed for red flash upon startup, conflict or power failure. The portable traffic signal system shall be programmed to dwell in all-red.

There shall be a minimum of two traffic signal heads per each approach. All signal heads located over the traveled lane shall be mounted at a minimum height of 17 ft. from the bottom of the signal head back plate to the top of the road surface. All signal heads located outside the traveled lane shall be mounted at a minimum height of 8 ft. from the bottom of the signal head back plate to the top of the adjacent travel lane surface.

As an alternative to loop detection, portable traffic signals may be equipped with microwave sensors or other approved methods of vehicle detection and traffic actuation. All portable traffic signal units shall be interconnected using a hardwire communication cable.

The system shall be capable of providing control for up to eight separate traffic phases. When an additional phase is used for a side road movement, only one long all red interval shall be used between active phases on each side of the work area. The all red clearance time shall be programmable from 1 to 250 seconds in one-second increments.

In the event of a traffic signal malfunction or a continuous red flash mode, flaggers shall be required on a 24 hour, 7 day a week basis until repairs are made and the traffic signals are fully functional.

When not being utilized to inform and direct traffic, portable signals shall be treated as non-operating equipment in accordance with Article 701.04(b) (3).

Basis of Payment. The above work shall be paid for at the contract unit price for TEMPORARY BRIDGE TRAFFIC SIGNALS and shall be payment in full for supplying and installing and operating the temporary portable traffic signal system, complete.

BITUMINOUS CONCRETE SHOULDER REMOVAL

This work shall consist of removal of the existing approximate 8.25" thick and 2.5' wide bituminous shoulder where the Base Course Widening is to be placed. The joint between the shoulder and the edge of pavement shall be saw cut prior to removal.

This work shall be paid for at the contract unit price per square yard for Bituminous Concrete Shoulder Removal, and no additional compensation shall be allowed.

TEMPORARY RUMBLE STRIPS

These rumble strips shall be placed as shown on Traffic Control & Protection Standard 701321 on the south end of the project only. The detail for the temporary rumble strips is on Traffic Control & Protection Standard 702001-03. This work shall be paid for at the contract unit price for Temporary Rumble Strips and no additional compensation shall be allowed.

Eff: 05-01-02

This work shall be in accordance with Article 701 and the highway standard with the following additional information:

Induction Loop Placement

The induction loops shall be placed in accordance with standard 701316 or 701321; 846006 and as specified. The near edge of the far loop shall be placed 35 m(115 ft) behind the stop bar. The near loops shall be placed 3 m(10 ft) behind the stop bar as shown on the standard. Signal timing will be as follows:

Phase Timing for Each Phase Connection (In Seconds)								
	Φ1	Φ2	Φ3	Φ4	Φ5	Φ6	Φ7	Φ8
Minimum Green	12	12						
Additional Init.	2.0	2.0						
Maximum Init.	20	20						
Maximum I	25	25						
Passage	2.5	2.5						
Minimum Gap	2.5	2.5						
Amber Clear	3.5	3.5						
Red Clearance	*	*						
All Red	0.0	0.0						

* This timing shall be obtained from the District Traffic Control Supervisor and accomplished by utilizing overlaps. If Φ1 and Φ2 are utilized, corresponding overlaps A and B will be used. Timings for these overlaps are calculated as follows:

Green ** sec. ** $G = \frac{L}{44 \text{ ft/sec}}$ (Round timing up)
 Amber 3.5 sec.
 Red 0 sec.

L = Stop bar to Stop bar distance in feet.

Loops 1, 2, & 3 are on separate amplifiers (3 total / approach).

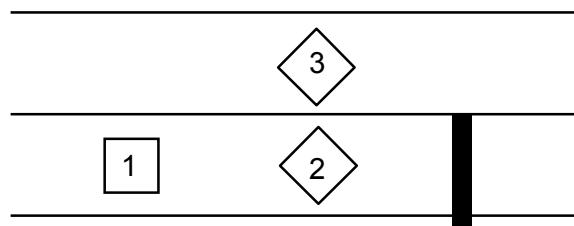
Loop 1 set on pulse.

Loops 2 & 3 set on normal.

Loop 3 - delay 2 seconds in amplifier.

Loop 3 – delay inhibit wired to corresponding phase green.

The advisory speed signs or plates shall show a speed of 30 mph.



Loop layout

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: January 1, 2003

Revised: April 1, 2003

Add the following to Article 702.01 of the Standard Specifications:

“All devices and combinations of devices shall meet the requirements of the National Cooperative Highway Research Program (NCHRP) Report 350 for their respective categories. The categories are as follows:

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, flexible delineators and plastic drums with no attachments. Category 1 devices shall be crash tested and accepted or may be self-certified by the manufacturer.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include drums and vertical panels with lights, barricades and portable sign supports. Category 2 devices shall be crash tested and accepted for Test Level 3.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions, truck mounted attenuators and other devices not meeting the definitions of Category 1 or 2. Category 3 devices shall be crash tested and accepted for Test Level 3.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals and area lighting supports. Currently, there is no implementation date set for this category and it is exempt from the NCHRP 350 compliance requirement.

The Contractor shall provide a manufacturer's self-certification letter for each Category 1 device and an FHWA acceptance letter for each Category 2 and Category 3 device used on the contract. The letters shall state the device meets the NCHRP 350 requirements for its respective category and test level, and shall include a detail drawing of the device.”

Delete the third, fourth and fifth paragraphs of Article 702.03(b) of the Standard Specifications.

Delete the third sentence of the first paragraph of Article 702.03(c) of the Standard Specifications.

Delete the fourth paragraph of Article 702.05(a) of the Standard Specifications.

Revise the sixth paragraph of Article 702.05(a) of the Standard Specifications to read:

“When the work operations exceed four days, all signs shall be post mounted unless the signs are located on the pavement or define a moving or intermittent operation. When approved by the Engineer, a temporary sign stand may be used to support a sign at 1.2 m (5 ft) minimum where posts are impractical. Longitudinal dimensions shown on the plans for the placement of signs may be increased up to 30 m (100 ft) to avoid obstacles, hazards or to improve sight distance, when approved by the Engineer. “ROAD CONSTRUCTION AHEAD” signs will also be required on side roads located within the limits of the mainline “ROAD CONSTRUCTION AHEAD” signs.”

Delete all references to “Type 1A barricades” and “wing barricades” throughout Section 702 of the Standard Specifications.

CONCRETE ADMIXTURES (BDE)

Effective: January 1, 2003

Revise the sixth paragraph of Article 1020.05(b) of the Standard Specifications to read:

“The maximum slumps given in Table 1 may be increased to 175 mm (7 in.) when a high range water-reducing admixture is used for all classes of concrete except Class PV and PP.”

Revise Section 1021 of the Standard Specifications to read:

“SECTION 1021. CONCRETE ADMIXTURES

1021.01 General. Admixtures shall be furnished in liquid form ready for use. The admixtures may be delivered in the manufacturer's original containers, bulk tank trucks or such containers or tanks as are acceptable to the Engineer. Delivery shall be accompanied by a ticket which clearly identifies the manufacturer and trade name of the material. In all cases, containers shall be readily identifiable to the satisfaction of the Engineer as to manufacturer and trade name of the material they contain.

Prior to inclusion of a product on the Department's Approved List of Concrete Admixtures, the manufacturer shall submit a report prepared by an independent laboratory accredited by the AASHTO Accreditation Program. The report shall show the results of physical tests conducted no more than five years prior to the time of submittal, according to applicable specifications.

Tests shall be conducted using materials and methods specified on a "test" concrete and a "reference" concrete, together with a certification that no changes have been made in the formulation of the material since the performance of the tests. The report shall also include water contents and results of set time tests according to AASHTO T 197 that were conducted on both a test and reference concrete, using cement from the source that is used as a standard by the Bureau of Materials and Physical Research. The cement content for all required tests shall either be according to applicable specifications or 335 kg/cu m (5.65 cwt/cu yd). Compressive strength test results for six months and one year will not be required.

Prior to the approval of an admixture, the Engineer may conduct all or part of the applicable tests on a sample that is representative of the material to be furnished. The test and reference concrete mixtures tested by the Engineer will contain a cement content of 335 kg/cu m (5.65 cwt/cu yd).

The manufacturer shall submit certification, both initially and annually thereafter, giving the following information according to ASTM C 494; the average and manufacturing range of specific gravity, the average and manufacturing range of solids in the solution, and the average and manufacturing range of pH. The initial and annual certifications shall further state that all admixtures, except chloride-based accelerators, shall contain no more than 0.3 percent chloride by mass. The initial submittal shall also include an infrared spectrophotometer trace no more than five years old.

Annual re-submittals will be required and shall include certification that no changes have been made in the formulation since it was initially approved. The certification shall state that the admixture is the same as previously approved, and the Engineer may conduct such tests as deemed desirable to check the properties of the material before re-approval is granted.

When test results are more than seven years old, the manufacturer shall re-submit the infrared spectrophotometer trace and the report prepared by an independent laboratory that is accredited by AASHTO Accreditation Program.

1021.02 Air-Entraining Admixtures. Air-entraining admixtures shall conform to the requirements of AASHTO M 154.

If the manufacturer certifies that the air-entraining admixture is an aqueous solution of Vinsol resin that has been neutralized with sodium hydroxide (caustic soda), testing for compliance with the requirements may be waived by the Engineer. In the certification, the manufacturer shall show complete information

with respect to the formulation of the solution, including the number of parts of Vinsol resin to each part of sodium hydroxide. Before the approval of its use is granted, the Engineer will test the solution for its air-entraining quality in comparison with a solution prepared and kept for that purpose.

1021.03 Retarding and Water-Reducing Admixtures. The admixture shall comply with the following requirements:

- (a) The retarding admixture shall comply with the requirements of AASHTO M 194, Type B (retarding) or Type D (water-reducing and retarding).
- (b) The water-reducing admixture shall comply with the requirements of AASHTO M 194, Type A.
- (c) The high range water-reducing admixture shall comply with the requirements of AASHTO M 194, Type F (high range water-reducing) or Type G (high range water-reducing and retarding).

When a Type F or Type G high range water-reducing admixture is used, water-cement ratios shall be a minimum of 0.32.

Type F or Type G admixtures may be used, subject to the following restrictions:

For Class MS, SI, RR, SC and SH concrete, the water-cement ratio shall be a maximum of 0.44.

The Type F or Type G admixture shall be added at the jobsite unless otherwise directed by the Engineer. The initial slump shall be a minimum of 40 mm (1 1/2 in.) prior to addition of the Type F or Type G admixture, except as approved by the Engineer.

When a Type F or Type G admixture is used, retempering with water or with a Type G admixture will not be allowed. An additional dosage of a Type F admixture, not to exceed 40 percent of the original dosage, may be used to retemper concrete once, provided set time is not unduly affected. A second retempering with a Type F admixture may be used for all classes of concrete except Class PP and SC, provided that the dosage does not exceed the dosage used for the first retempering, and provided that the set time is not unduly affected. No further retempering will be allowed.

Air tests shall be performed after the addition of the Type F or Type G admixture.

1021.04 Set Accelerating Admixtures. The admixture shall comply with the requirements of AASHTO M 194, Type C (accelerating) or Type E (water reducing and accelerating)”

BITUMINOUS CONCRETE SURFACE COURSE (BDE)

Effective: April 1, 2001

Revised: April 1, 2003

Replace the fourth paragraph of Article 406.23(b) of the Standard Specifications with the following:

“Mixture for cracks, joints, flangeways, leveling binder (machine method), leveling binder (hand method) and binder course in excess of 103 percent of the quantity specified by the Engineer will not be measured for payment.

Surface course mixture in excess of 103 percent of adjusted plan quantity will not be measured for payment. The adjusted plan quantity for surface course mixtures will be calculated as follows:

Adjusted Plan Quantity = C x quantity shown on the plans or as specified by the Engineer.

$$\text{where } C = \begin{array}{ll} \text{metric: } C = \frac{G_{mb} \times 24.99}{U} & \text{English: } C = \frac{G_{mb} \times 46.8}{U} \end{array}$$

and where:

G_{mb} = average bulk specific gravity from approved mix design.

U = Unit weight of surface course shown on the plans in kg/sq m/25 mm (lb/sq yd/in.), used to estimate plan quantity.

24.99 = metric constant.

46.8 = English constant.

If project circumstances warrant a new surface course mix design, the above equations shall be used to calculate the adjusted plan quantity for each mix design using its respective average bulk specific gravity.”

FREEZE-THAW RATING (BDE)

Effective: November 1, 2002

Revise the first sentence of Article 1004.02(f) of the Standard Specifications to read:

“When coarse aggregate is used to produce portland cement concrete for base course, base course widening, pavement, driveway pavement, sidewalk, shoulders, curb, gutter, combination curb and gutter, median, paved ditch or their repair using concrete, the gradation permitted will be determined from the results of the Department’s Freeze-Thaw Test.”

PRECAST CONCRETE (BDE)

Effective: July 1, 1999

Revised: January 1, 2002

Description. This special provision identifies non-prestressed, precast concrete products which shall be produced according to the Department's current, "Quality Control/Quality Assurance Program for Precast Concrete Products".

Products. The list of products is as follows:

Product Class	Precast Item
Box Culvert	Precast Concrete Box Culverts
Pipe	Reinforced Concrete Culvert, Storm Drain and Sewer Pipe
	Concrete Sewer, Storm Drain and Culvert Pipe
	Reinforced Concrete Elliptical Culvert, Storm Drain and Sewer Pipe
	Concrete Drain Tile
	Reinforced Concrete Arch Culvert, Storm Drain and Sewer Pipe
	Concrete Headwall for Pipe Drains
	Precast Reinforced Concrete Flared End Sections and Elliptical Flared End Sections
	Precast Reinforced Concrete Pipe Elbows, Tees and Collars
Structure	Precast Concrete Members
Block/Brick	Erosion Control: Concrete Block Riprap, Block Revetment Mat, and Articulated Block Mat
	Concrete Building Brick
	Concrete Masonry Units
Drainage Structure	Precast Reinforced Concrete Catch Basins, Manholes, Inlets, Miscellaneous Structures, Valve Vaults and Flat Slab Tops/Bottoms
Barrier	Concrete Barrier
	Temporary Concrete Barrier
Miscellaneous	Right of Way, Drainage, Section and Permanent Survey Markers, Bumper Blocks, Junction Boxes, and Handholes

For precast concrete products which are constructed according to AASHTO M 86, M 170, M 178, M 199, M 206, M 207, M 259, or M 273; portland or blended hydraulic cement shall be according to Article 1001.01 of the Standard Specifications, except the pozzolan constituent in the Type IP or Type I(PM) cement shall be fly ash. In addition, the minimum or maximum combination of a portland cement and a cementitious material shall be according to the AASHTO M specification. The cementitious material shall be according to Articles 1010.01, 1010.03, 1014.01, 1014.02, 1015.01, 1015.02, 1016.01 and 1016.02.

Acceptance. Products which have been lot or piece inspected and approved by the Department prior to July 1, 1999, will be accepted for use on this contract. Products produced on or after July 1, 1999, will be accepted only if produced according to the Department's current "Quality Control/Quality Assurance Program for Precast Concrete Products".

BASE COURSE (OPTION)

This work shall consist of constructing a base course on a prepared subgrade.

The contractor shall have the option of using bituminous or concrete for the base course widening in accordance with section 356 or section 354, respectively.

The base course widening thickness of 9.5 inches shown on the proposed typical is based on the bituminous option. If the concrete option is selected for widening, the required thickness will be 8 inches.

The quantity for earth excavation (widening) was calculated using the bituminous option. If the concrete option is selected, the excavation quantity will be adjusted accordingly.

This work shall be paid for at the contract unit price per square yard for BASE COURSE (OPTION).

BITUMINOUS BASE COURSE SUPERPAVE or BITUMINOUS BASE COURSE WIDENING, SUPERPAVE

5-355PD3-00

Eff. 11-08-2000
Rev. 04-02-2001

This work shall be according to Section 355 for Base Course, or Section 356 for Base Course Widening, except the mixtures and materials shall be according to the requirements for Superpave Bituminous Concrete Mixtures included elsewhere in this contract.

Unless otherwise shown in the contract, either the IL-19.0 or IL-25.0 gradation will be allowed. Further, unless otherwise shown in the contract, the performance graded asphalt cement and number of design gyrations for the mixture shall be the same as for other resurfacing mixtures specified to overlay the Base Course or Base Course Widening shown in the plans. Polymer modified asphalt cement will not be required for the Base Course or Base Course Widening.

Construction Requirement and Method of Measurement shall apply according to Sections 355 or 356 per the pay item involved.

This work will be paid for at the contract unit price per square yard for Base Course (Option) of the thickness specified.

SUPERPAVE BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000
Revised: January 1, 2003

Description. This work shall consist of designing, producing and constructing Superpave bituminous concrete mixtures using Illinois Modified Strategic Highway Research Program (SHRP) Superpave criteria. This work shall be according to Sections 406 and 407 of the Standard Specifications and the special provision, "Quality Control/Quality Assurance of Bituminous Concrete Mixtures", except as follows.

Materials.

- (a) Fine Aggregate Blend Requirement. The Contractor may be required to provide FA 20 manufactured sand to meet the design requirements. For mixtures with $N_{design} \geq 90$, at least 50 percent of the required fine aggregate fraction shall consist of either stone sand, slag sand, or steel slag sand meeting the FA/FM 20 gradation.
- (b) Reclaimed Asphalt Pavement (RAP). If the Contractor is allowed to use more than 15 percent RAP, as specified in the plans, a softer performance-graded binder may be required as determined by the Engineer.

RAP shall meet the requirements of the special provision, "RAP for Use in Bituminous Concrete Mixtures".

RAP will not be permitted in mixtures containing polymer modifiers.

RAP containing steel slag will be permitted for use in top-lift surface mixtures only.

- (c) Bituminous Material. The asphalt cement (AC) shall be performance-graded (PG) or polymer modified performance-graded (SBS-PG or SBR-PG) meeting the requirements of Article 1009.05 of the Standard Specifications for the grade specified on the plans.

The following additional guidelines shall be used if a polymer modified asphalt is specified:

- (1) The polymer modified asphalt cement shall be shipped, maintained, and stored at the mix plant according to the manufacturer's requirements. Polymer modified asphalt cement shall be placed in an empty tank and shall not be blended with other asphalt cements.
- (2) The mixture shall be designed using a mixing temperature of $163 \pm 3^{\circ}\text{C}$. ($325 \pm 5^{\circ}\text{F}$.) and a gyratory compaction temperature of $152 \pm 3^{\circ}\text{C}$. ($305 \pm 5^{\circ}\text{F}$.)
- (3) Pneumatic-tired rollers will not be allowed unless otherwise specified by the Engineer. A vibratory roller meeting the requirements of Article 406.16 of the Standard Specifications shall be required in the absence of the pneumatic-tired roller.
- (4) A manufacturer's representative from the polymer asphalt cement producer shall be present during each polymer mixture start-up and shall be available at all times during production and lay-down of the mix.

Laboratory Equipment.

- (a) Superpave Gyratory Compactor. The superpave gyratory compactor (SGC) shall be used for all QC/QA testing.
- (b) Ignition Oven. The ignition oven shall be used to determine the AC content. The ignition oven shall also be used to recover aggregates for all required washed gradations.

The Engineer may waive the ignition oven requirement for AC content if the aggregates to be used are known to have ignition AC content calibration factors which exceed 1.5 percent. If the ignition oven requirement is waived, other Department approved methods shall be used to determine the AC content.

Mixture Design. The Contractor shall submit mix designs, for approval, for each required mixture. Mix designs shall be developed by Level III personnel who have successfully completed the course, "Superpave Mix Design Upgrade". Articles 406.10 and 406.13 of the Standard Specifications shall not apply. The mixtures shall be designed according to the respective Illinois Modified AASHTO references listed below.

AASHTO MP 2	Standard Specification for Superpave Volumetric Mix Design
AASHTO PP 2	Standard Practice for Short and Long Term Aging of Hot Mix Asphalt (HMA)
AASHTO PP 19	Standard Practice for Volumetric Analysis of Compacted Hot Mix Asphalt (HMA)
AASHTO PP 28	Standard Practice for Designing Superpave HMA
AASHTO T 209	Theoretical Maximum Specific Gravity and Density of Bituminous Paving Mixtures
AASHTO T 312	Preparing and Determining the Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor

- (a) Mixture Composition. The ingredients of the bituminous mixture shall be combined in such proportions as to produce a mixture conforming to the composition limits by weight. The gradation mixture specified on the plans shall produce a mixture falling within the limits specified in Table 1.

TABLE 1. MIXTURE COMPOSITION (% PASSING)^{1/}								
Sieve Size	IL-25.0 mm		IL-19.0 mm		IL-12.5 mm^{4/}		IL-9.5 mm^{4/}	
	min	max	min	max	min	max	min	max
37.5 mm (1 1/2 in.)		100						
25 mm (1 in.)	90	100		100				
19 mm (3/4 in.)		90	82	100		100		
12.5 mm (1/2 in.)	45	75	50	85	90	100		100
9.5 mm (3/8 in.)						90	90	100
4.75 mm (#4)	24	42 ^{2/}	24	50 ^{2/}	24	65	24	65
2.36 mm (#8)	16	31	16	36	16	48 ^{3/}	16	48 ^{3/}
1.18 mm (#16)	10	22	10	25	10	32	10	32
600 µm (#30)								
300 µm (#50)	4	12	4	12	4	15	4	15
150 µm (#100)	3	9	3	9	3	10	3	10
75 µm (#200)	3	6	3	6	4	6	4	6

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 40 percent passing the 4.75 mm (#4) sieve for binder courses with Ndesign ≥ 90.

3/ The mixture composition shall not exceed 40 percent passing the 2.36 mm (#8) sieve for surface courses with Ndesign ≥ 90.

4/ The mixture composition for surface courses shall be according to IL-12.5 mm or IL-9.5 mm, unless otherwise specified by the Engineer.

One of the above gradations shall be used for leveling binder as specified in the plans and according to Article 406.04 of the Standard Specifications.

It is recommended that the selected combined aggregate gradation not pass through the restricted zones specified in Illinois Modified AASHTO MP 2.

- (b) Dust/AC Ratio for Superpave. The ratio of material passing the 75 µm (#200) sieve to total asphalt cement shall not exceed 1.0 for mixture design (based on total weight of mixture).

- (c) Volumetric Requirements. The target value for the air voids of the hot mix asphalt (HMA) shall be 4.0 percent at the design number of gyrations. The VMA and VFA of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the requirements listed in Table 2.

TABLE 2. VOLUMETRIC REQUIREMENTS					
	Voids in the Mineral Aggregate (VMA), % minimum				Voids Filled with Asphalt (VFA), %
Ndesign	IL-25.0	IL-19.0	IL-12.5	IL-9.5	
50	12.0	13.0	14.0	15	65 - 78
70					65 - 75
90					
105					

- (d) Determination of Need for Anti-Stripping Additive. The mixture designer shall determine if an additive is needed in the mix to prevent stripping. The determination will be made on the basis of tests performed according to Illinois Modified T 283 using 4 in. Marshall bricks. To be considered acceptable by the Department as a mixture not susceptible to stripping, the ratio of conditioned to unconditioned split tensile strengths (TSRs) shall be equal to or greater than 0.75. Mixtures, either with or without an additive, with TSRs less than 0.75 will be considered unacceptable.

If it is determined that an additive is required, the additive may be hydrated lime, slaked quicklime, or a liquid additive, at the Contractor's option. The liquid additive shall be selected from the Department's list of approved additives and may be limited to those which have exhibited satisfactory performance in similar mixes.

Dry hydrated lime shall be added at a rate of 1.0 to 1.5 percent by weight of total dry aggregate. Slurry shall be added in such quantity as to provide the required amount of hydrated lime solids by weight of total dry aggregate. The exact rate of application for all anti-stripping additives will be determined by the Department. The method of application shall be according to Article 406.12 of the Standard Specifications.

Personnel. The QC Manager and Level I Technician shall have successfully completed the Department's "Superpave Field Control Course".

Required Plant Tests. Testing shall be conducted to control the production of the bituminous mixture. The Contractor shall use the test methods identified to perform the following mixture tests at a frequency not less than that indicated in Table 3.

TABLE 3. REQUIRED PLANT TESTS for SUPERPAVE			
Parameter		Frequency of Tests	Test Method
Asphalt Content by Ignition Oven		1 per half day of production	Illinois Modified AASHTO T 308
Air Voids	Bulk Specific Gravity of Gyratory Sample	1 per half day of production for first 2 days and 1 per day thereafter (first sample of the day)	Illinois Modified AASHTO T 312
	Maximum Specific Gravity of Mixture		Illinois Modified AASHTO T 209

During production, the ratio of minus 75 μm (#200) sieve material to total asphalt cement shall be not less than 0.6 nor more than 1.2 and the moisture content of the mixture at discharge from the mixer shall not exceed 0.5 percent. If at any time the ratio of minus 75 μm (#200) material to asphalt or moisture content of the mixture falls outside the stated limits, production of the mix shall cease. The cause shall be determined and corrective action satisfactory to the Engineer shall be initiated prior to resuming production.

During production, mixtures containing an anti-stripping additive will be tested by the Department for stripping according to Illinois Modified T 283. If the mixture fails to meet the TSR criteria for acceptance, no further mixture will be accepted until the Contractor takes such action as is necessary to furnish a mixture meeting the criteria.

Construction Requirements

Lift Thickness.

- (a) Binder and Surface Courses. The minimum compacted lift thickness for constructing bituminous concrete binder and surface courses shall be according to Table 4:

TABLE 4 – MINIMUM COMPACTED LIFT THICKNESS	
Mixture	Thickness, mm (in.)
IL-9.5	32 (1 1/4)
IL-12.5	38 (1 1/2)
IL-19.0	57 (2 1/4)
IL-25.0	76 (3)

- (b) Leveling Binder. Mixtures used for leveling binder shall be as follows:

TABLE 5 – LEVELING BINDER	
Nominal, Compacted, Leveling Binder Thickness, mm (in.)	Mixture
≤ 32 (1 1/4)	IL-9.5
32 (1 1/4) to 50 (2)	IL 9.5 or IL-12.5

Density requirements shall apply for leveling binder when the nominal, compacted thickness is 32 mm (1 1/4 in.) or greater for IL-9.5 mixtures and 38 mm (1 1/2 in.) or greater for IL-12.5 mixtures.

- (c) Full-Depth Pavement. The compacted thickness of the initial lift of binder course shall be 100 mm (4 in.). The compacted thickness of succeeding lifts shall meet the minimums specified in Table 4 but not exceed 100 mm (4 in.).

If a vibratory roller is used for breakdown, the compacted thickness of the binder lifts, excluding the top lift, may be increased to 150 mm (6 in.) provided the required density is obtained.

- (d) Bituminous Patching. The minimum compacted lift thickness for constructing bituminous patches shall be according to Table 4.

Control Charts/Limits. Control charts/limits shall be according to QC/QA Class I requirements, except density shall be plotted on the control charts within the following control limits:

TABLE 6. DENSITY CONTROL LIMITS	
Parameter	Individual Test
Ndesign ≥ 90	92.0 - 96.0%
Ndesign < 90	93 - 97%

Basis of Payment. On resurfacing projects, this work will be paid for at the contract unit price per metric ton (ton) for BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, LEVELING BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On resurfacing projects in which polymer modifiers are required, this work will be paid for at the contract unit price per metric ton (ton) for POLYMERIZED BITUMINOUS CONCRETE SURFACE COURSE, SUPERPAVE, of the friction aggregate mixture and Ndesign specified, POLYMERIZED LEVELING

BINDER (HAND METHOD), SUPERPAVE, of the Ndesign specified, POLYMERIZED LEVELING BINDER (MACHINE METHOD), SUPERPAVE, of the Ndesign specified, and POLYMERIZED BITUMINOUS CONCRETE BINDER COURSE, SUPERPAVE, of the mixture composition and Ndesign specified.

On full-depth pavement projects, this work will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE PAVEMENT, (FULL-DEPTH), SUPERPAVE, of the thickness specified.

TRAFFIC CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 1992

Revised: January 1, 2003

To ensure a prompt response to incidents involving the integrity of work zone traffic control, the Contractor shall provide a telephone number where a responsible individual can be contacted 24 hours-a-day.

When the Engineer is notified, or determines a traffic control deficiency exists, he/she will notify and direct the Contractor to correct the deficiency within a specified time. The specified time, which begins upon notification to the Contractor, will be from 1/2 hour to 12 hours based upon the urgency of the situation and the nature of the deficiency. The Engineer shall be the sole judge.

The deficiency may be any lack of repair, maintenance or non-compliance with the traffic control plan.

If the Contractor fails to correct the deficiency within the specified time, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency exists. The calendar day(s) will begin with notification to the Contractor and end with the Engineer's acceptance of the correction. The daily monetary deduction will be either \$1,000 or 0.05 percent of the awarded contract value, whichever is greater.

In addition, if the Contractor fails to respond, the Engineer may correct the deficiency and the cost thereof will be deducted from monies due or which may become due the Contractor. This corrective action will in no way relieve the Contractor of his/her contractual requirements or responsibilities.

REMOVAL OF EXISTING PRECAST PRESTRESSED CONCRETE DECK BEAMS

Effective: October 28, 1998

Revised : November 21, 2000

Description. This work shall consist of the removal and disposal of existing Precast Prestressed Concrete Deck Beams and all attached appurtenances unless otherwise indicated in the plans. All removal shall be performed according to Section 501 of the Standard Specification, as detailed in the plans and as directed by the Engineer.

Removal and disposal of the wearing surface, on the beams to be removed, shall be included in removal and disposal of existing Precast Prestressed Concrete Deck Beams and shall not be paid for separately.

Also included in this work shall be the removal of all old grout, dirt and other contaminants in existing adjacent shear keys prior to placement of the new deck beams.

The removal of existing deck beams shall be performed in a manner which does not damage the deck beams which are to remain. To facilitate removal of the existing beam(s) and prevent damage to the beams to remain, a saw cut shall be made along the center of the shear key between the beam(s) to be removed and the beam(s) to remain. The saw cut shall be made the full depth of the shear key. Saw cutting shall only be done after removal of the existing wearing surface over the shear keys. Any damage done to beams, which are to remain, shall be repaired by the Contractor, to the satisfaction of the Engineer, at no additional cost to the state.

All removal including removal of grout in existing shear keys and removal of concrete in existing deck beams for the purpose of accessing tie rods shall be done in a manner that does not cause excessive damage to the beams to be removed. Excessive damage and/or the deteriorated condition of the beams may cause the beams to be unstable during removal. The contractor is responsible for providing any support necessary for the beams to be removed in order to ensure the safety of traffic below. Personnel and equipment shall not be allowed on or under beams to be removed anytime after the removal operations begin.

Method of Measurement. This work will be measured by the square meters (square feet) of horizontal surface area of the deck beam(s) removed.

Basis of Payment. This work will be paid for at the contract unit price per square meter (square foot) for REMOVAL OF EXISTING PRECAST PRESTRESSED CONCRETE DECK BEAMS.

BITUMINOUS CONCRETE SURFACE REMOVAL

Effective: July 27, 1994

Revised: March 2, 2000

Description: This item shall consist of furnishing all labor and equipment for the removal and satisfactory disposal of the existing variable thickness bituminous concrete surface from the bridge deck area as shown on the plans, in accordance with the applicable portions of Section 440 of the Standard Specifications, except milling equipment will not be allowed, and as herein specified.

Construction Requirements: Where only a limited area of surface removal is required, the existing surface shall be sawcut along the edges which will abut new bituminous concrete surface. The Contractor shall saw to a depth just above the top of the waterproofing. The bituminous surfacing material shall be removed carefully adjacent to the sawn edges so that approximately 100 mm (4 in.) minimum of the existing waterproofing membrane is undamaged for lapping of new waterproofing.

Where surface removal is required for the entire deck, the removal shall be done in such a manner that the concrete beams are not damaged. Any damage done to the concrete beams shall be corrected at the Contractor's expense. Removal of bituminous surface by the use of radiant or direct heat will not be permitted. Except as required for work areas, tight bonded waterproofing need not be removed unless otherwise specified.

Basis of Payment: This work, as herein specified, will be paid for at the contract unit price per square meter (square yard) for BITUMINOUS CONCRETE SURFACE REMOVAL, which price shall include removal of all Bituminous concrete surface, any loose unbonded waterproofing and removal of waterproofing over keyways or other work areas.

SILICONE BRIDGE JOINT SEALER

Effective: August 1, 1995

Revised: December 16, 2002

Description.

This work shall consist of furnishing all labor, equipment, technical assistance and materials necessary to install the silicone joint sealer as shown on the plans and as specified herein.

When specified, a polymer concrete nosing compatible with the silicone sealant as required by the sealant manufacturer shall be installed. The minimum dimensions for a polymer concrete nosing cross section are 40 mm (1 1/2 in.) deep by 90 mm (3 1/2 in.) wide. The polymer concrete shall be furnished and installed according to the Special Provision for "Polymer Concrete".

Materials:

(a) Silicone Joint Sealer. The silicone joint sealer shall be rapid cure, self-leveling, cold applied, two component silicone sealant. The sealant, upon curing, shall demonstrate resilience, flexibility and resistance to moisture and puncture. The sealant shall also demonstrate excellent adhesion to portland cement concrete, polymer concrete and steel over a range of temperatures from -34 to 54°C. (-30°F. to 130°F.) while maintaining a watertight seal. The sealant shall not contain any solvents or diluents that cause shrinkage or expansion during curing. Acid cure sealants are not acceptable. The date of manufacture shall be provided with each lot. Materials twelve months old or older from the date of manufacture will not be accepted. The manufacturer shall certify that the sealant meets or exceeds the following test requirements before installation begins. The Department reserves the right to test representative samples from material proposed for use.

Physical Properties:

Each component as supplied:

Specific Gravity (ASTM D1475) 1.3-1.4

Extrusion Rate (MIL-5-8802) 200 - 550 grams per minute

Flow Self-leveling

Durometer Hardness, Shore (ASTM D 2240) 40-80

"00" (0□□ and 25°C. + 1°C. (32°F. and 77+3°F.)

Ozone and U.V. (ASTM C 793) No chalking, cracking or

Resistance bond loss after 5,000 hours.

WORK ZONE PAVEMENT MARKING

This work shall be done in accordance with Article 703.07 of the Standard Specifications.

Pavement Marking Tape, Type III, 4" shall be used to mark the new edge line on the widening while the temporary concrete barrier is in place. This work shall be paid for as Pavement Marking Tape, Type III, 4" and no additional compensation will be allowed.

Pavement Marking Removal shall be used to remove the existing edge line on the edge of pavement and to remove the temporary pavement marking tape, type III, 4" that is placed on the widening while the temporary concrete barrier is in place.

WIDTH RESTRICTION AND MAXIMUM WIDTH SIGNING

5-701PD5-99

Eff. 12-7-99

Rev 05-21-2001

The work within this contract will cause a width restriction requiring "maximum width" signing. The Bureau of Operations will provide all "maximum width" signs to be erected at locations shown within the plans. The Traffic Operations Engineer shall be given two weeks notice prior to the start of the project in order to fabricate the signs. The contractor shall be responsible for picking up the signs at the District Office, erecting the signs at the designated locations, maintaining the signs during the course of the work, removing the signs upon completion of the work, and delivering the signs back to the District Office in an acceptable condition. The Contractor will be responsible for replacing any sign that the Engineer determines has been damaged beyond normal wear. The Engineer shall be the sole judge of damage and normal wear.

All width restrictions shall be removed from the roadway(s) during the "winter period," defined as being from December 1 of one year through March 31 of the succeeding year. If width restrictions are not removed during this time, the Contractor shall be liable to the Department for liquidated damages per calendar day, and based upon the full Original Contract Amount according to Article 108.09.

This work shall be included in TRAFFIC CONTROL AND PROTECTION, STANDARD 701321 with no additional compensation allowed.

FLAGGER VESTS (BDE)

Effective: April 1, 2003

Revise the first sentence of Article 701.04(c)(1) of the Standard Specifications to read:

"The flagger shall be stationed to the satisfaction of the Engineer and be equipped with a fluorescent orange, fluorescent yellow/green or a combination of fluorescent orange and fluorescent yellow/green vest meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments and approved flagger traffic control signs conforming to Standard 702001 and Article 702.05(e)."

Revise Article 701.04(c)(6) of the Standard Specifications to read:

"(6) Nighttime Flagging. The flagger station shall be lit by additional overhead lighting other than streetlights. The flagger shall be equipped with a fluorescent orange or fluorescent orange and fluorescent yellow/green garment meeting the requirements of the American National Standards Institute specification ANSI/ISEA 107-1999 for Conspicuity Class 2 garments."

FLUORESCENT ORANGE SHEETING ON DRUMS (BDE)

Effective: November 1, 2000

Revised: January 1, 2003

Revise the first sentence of the first paragraph of Article 702.03(e) of the Standard Specifications to read:

“Drums shall be nonmetallic and have alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes.”

IMPACT ATTENUATORS, TEMPORARY (BDE)

Effective: November 1, 2003

Description. This work shall consist of furnishing, installing, maintaining, and removing temporary impact attenuators of the category and test level specified.

Materials. Materials shall meet the requirements of the impact attenuator manufacturer and the following:

<u>Item</u>	<u>Article/Section</u>
(a) Fine Aggregate (Note 1).....	1003.01
(b) Steel Posts, Structural Shapes, and Plates	1006.04
(c) Rail Elements, End Section Plates, and Splice Plates	1006.25
(d) Bolts, Nuts, Washers and Hardware.....	1006.25
(e) Hollow Structural Tubing.....	1006.27(b)
(f) Wood Posts and Wood Blockouts.....	1007.01, 1007.02, 1007.06
(g) Preservative Treatment.....	1007.12
(h) Rapid Set Mortar (Note 2)	

Note 1. Fine aggregate shall be FA-1 or FA-2, Class A quality. The sand shall be unbagged and shall have a maximum moisture content of five percent.

Note 2. Rapid set mortar shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs. For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume or a packaged rapid set mortar shall be used. Mixing of the rapid set mortar shall be according to the manufacturer's instructions.

CONSTRUCTION REQUIREMENTS

General. Impact Attenuators shall meet the testing criteria contained in National Cooperative Highway Research Program (NCHRP) Report 350 for the test level specified and shall be on the Department's approved list.

Installation. Regrading of slopes or approaches for the installation shall be as shown on the plans.

Attenuator bases, when required by the manufacturer, shall be constructed on a prepared subgrade according to the manufacturer's specifications. The surface of the base shall be slightly sloped or crowned to facilitate drainage.

Impact attenuators shall be installed according to the manufacturer's specifications and include all necessary transitions between the impact attenuator and the item to which it is attached.

When water filled attenuators are used between November 1 and April 15, they shall contain anti-freeze according to the manufacturer's recommendations.

Markings. Sand module impact attenuators shall be striped with alternating reflectorized Type AA or Type AP fluorescent orange and reflectorized white horizontal, circumferential stripes. There shall be at least two of each stripe on each module.

Other types of impact attenuators shall have a terminal marker applied to their nose and reflectors along their sides.

Maintenance. All maintenance of the impact attenuators shall be the responsibility of the Contractor until removal is directed by the Engineer.

Relocate. When relocation of temporary impact attenuators is specified, they shall be removed, relocated and reinstalled at the new location. The reinstallation requirements shall be the same as those for a new installation.

Removal. When the Engineer determines the temporary impact attenuators are no longer required, the installation shall be dismantled with all hardware becoming the property of the Contractor.

Surplus material shall be disposed of according to Article 202.03. Anti-freeze, when present, shall be disposed of/recycled according to local ordinances.

When impact attenuators have been anchored to the pavement, the anchor holes shall be repaired with rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

Method of Measurement. This work will be measured for payment as each, where each is defined as one complete installation.

Basis of Payment. This work will be paid for at the contract unit price per each for IMPACT ATTENUATORS, TEMPORARY (FULLY REDIRECTIVE); IMPACT ATTENUATORS, TEMPORARY (NON-REDIRECTIVE); IMPACT ATTENUATORS, RELOCATE (FULLY REDIRECTIVE); or IMPACT ATTENUATORS, RELOCATE (NON-REDIRECTIVE); of the test level specified.

Regrading of slopes or approaches will be paid for according to Section 202 and/or Section 204 of the Standard Specifications.

PAYMENTS TO SUBCONTRACTORS (BDE)

Effective: June 1, 2000

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require contractors to pay subcontractors for satisfactory performance of their subcontracts within a specific number of days after receipt of each payment made to the contractor, and to require the prompt return of retainage withheld from subcontractors.

State law addresses the timing of payments to be made to subcontractors. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, generally requires that when a contractor receives any payment from the Department, the contractor is required to make corresponding, proportional payments to each subcontractor performing work within 15 calendar days after receipt of the state payment. Section 7 of the State Prompt Payment Act further provides that interest in the amount of 2% per month, in addition to the payment due, shall be paid to any subcontractor by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

As partial payments are made to the Contractor in accordance with Article 109.07 of the Standard Specifications for Road and Bridge Construction, the Contractor shall make a corresponding partial payment within 15 calendar days to each subcontractor in proportion to the work satisfactorily completed by each subcontractor. The proportionate amount of partial payment due to each subcontractor shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the partial payment to the Contractor. Subcontractors shall be paid in full, including the return of any retainage previously withheld, within 15 calendar days after the subcontractor's work has been satisfactorily completed.

This Special Provision does not create any rights in favor of any subcontractor against the State of Illinois or authorize any cause of action against the State of Illinois on account of any payment, nonpayment, delayed payment or interest claimed by application of the State Prompt Payment Act. The Department will neither determine the reasonableness of any cause for delay of payment nor enforce any claim to payment, including interest. Moreover, the Department will not approve any delay or postponement of the 15 day requirement. State law creates remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond in accordance with the Public Construction Bond Act, 30 ILCS 550.

PNEUMATIC-TIRED ROLLER FOR SUPERPAVE

5-406OP6-98

Eff. 10-01-98

For all Superpave Bituminous Concrete Mixtures placed at a rate exceeding 75 metric tons per hour (85 tons per hour), a pneumatic-tired roller will be required as the intermediate roller. This roller shall meet the requirements of Table 1 of Article 406.16 of the Standard Specifications. This provision shall hold over any other requirements included elsewhere in the contract.

This work will not be measured for payment or paid for separately, but shall be considered as included in the price per metric ton (ton) or square meter (square yard) of the various items of BITUMINOUS CONCRETE MIXTURES SUPERPAVE, CLASS I, of the mixture, type, and thickness (if applicable) specified.

PORTLAND CEMENT CONCRETE (BDE)

Effective: November 1, 2002

Add the following paragraph after the fourth paragraph of Article 1103.01(b) of the Standard Specifications:

“The truck mixer shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks.”

Add the following paragraph after the first paragraph of Article 1103.01(c) of the Standard Specifications:

“The truck agitator shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks.”

Add the following paragraph after the first paragraph of Article 1103.01(d) of the Standard Specifications:

“The non-agitator truck shall be approved before use according to the Bureau of Materials and Physical Research's Policy Memorandum, “Approval of Concrete Plants and Delivery Trucks.”

Revise the first sentence of the first paragraph of Article 1103.02 of the Standard Specifications to read:

"The plant shall be approved before production begins according to the Bureau of Materials and Physical Research's Policy Memorandum, "Approval of Concrete Plants and Delivery Trucks."

RAP FOR USE IN BITUMINOUS CONCRETE MIXTURES (BDE)

Effective: January 1, 2000

Revised: April 1, 2002

Revise Article 1004.07 to read:

"1004.07 RAP Materials. RAP is reclaimed asphalt pavement resulting from cold milling or crushing of an existing dense graded hot-mix asphalt pavement. RAP must originate from routes or airfields under federal, state or local agency jurisdiction. The Contractor shall supply documentation that the RAP meets these requirements.

(a) Stockpiles. The Contractor shall construct individual, sealed RAP stockpiles meeting one of the following definitions. No additional RAP will be allowed on top of the pile after the pile has been sealed.

(1) Homogeneous. Homogeneous RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only and represent the same aggregate quality, but shall be at least C quality or better, the same type of crushed aggregate (either crushed natural aggregate, ACBF slag, or steel slag), similar gradation and similar AC content. If approved by the Engineer, combined single pass surface/binder millings may be considered "homogenous", with a quality rating dictated by the lowest coarse aggregate quality present in the mixture. Homogenous stockpiles shall meet the requirements of Article 1004.07(d). Homogeneous RAP stockpiles not meeting these requirements may be processed (crushing and screening) and retested.

(2) Conglomerate. Conglomerate RAP stockpiles shall consist of RAP from Class I/ Superpave, or equivalent mixtures only. The coarse aggregate in this RAP shall be crushed aggregate only and may represent more than one aggregate type and/or quality but shall be at least C quality or better. This RAP may have an inconsistent gradation and/or asphalt cement content prior to processing. All conglomerate RAP shall be processed prior to testing by crushing to where all RAP shall pass the 16 mm (5/8 in.) or smaller screen. Conglomerate RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate RAP stockpiles shall meet the requirements of Article 1004.07(d).

(3) Conglomerate "D" Quality (DQ). Conglomerate DQ RAP stockpiles shall consist of RAP containing coarse aggregate (crushed or round) that is at least D quality or better. This RAP may have an inconsistent gradation and/or asphalt content. Conglomerate DQ RAP stockpiles shall not contain steel slag or other expansive material as determined by the Department. Conglomerate DQ RAP shall meet the requirements of Article 1004.07(d).

Reclaimed Superpave Low ESAL IL-9.5L surface mixtures shall only be placed in conglomerate DQ RAP stockpiles due to the potential for rounded aggregate.

(4) Other. RAP stockpiles that do not meet the requirements of the stockpile categories listed above shall be classified as "Other". "Other" RAP stockpiles shall not be used in any of the Department's bituminous mixtures.

(b) Use. The allowable use of a RAP stockpile shall be set by the lowest quality of coarse aggregate in the RAP stockpile. Class I/Superpave surface mixtures are designated as containing Class B quality coarse aggregate only. Superpave Low ESAL IL-19.0L binder and IL-9.5L surface mixtures are designated as Class C quality coarse aggregate only. Class I/Superpave binder mixtures, bituminous base course mixtures, and bituminous base course widening mixtures are designated as containing Class C quality coarse aggregate only. Bituminous stabilized subbase and BAM shoulders are designated as containing Class D quality coarse aggregate only. Any mixture not listed above shall have the designated quality determined by the Department.

RAP containing steel slag or other expansive material, as determined by the Department, shall be homogeneous and will be approved for use in Class I/Superpave (including Low ESAL) surface mixtures only. RAP stockpiles for use in Class I/Superpave mixtures (including Low ESAL), base course, base course widening and Class B mixtures shall be either homogeneous or conglomerate RAP stockpiles except conglomerate RAP stockpiles shall not be used in Superpave surface mixture Ndesign 50 or greater. RAP for use in bituminous aggregate mixtures (BAM) shoulders and BAM stabilized subbase shall be from homogeneous, conglomerate, or conglomerate DQ stockpiles.

Additionally, RAP used in Class I/Superpave surface mixtures shall originate from milled or crushed mixtures only, in which the coarse aggregate is of Class B quality or better. RAP stockpiles for use in Class I/Superpave (including Low ESAL) binder mixes as well as base course, base course widening and Class B mixtures shall originate from milled or processed surface mixture, binder mixture, or a combination of both mixtures uniformly blended to the satisfaction of the Engineer, in which the coarse aggregate is of Class C quality or better.

- (c) Contaminants. RAP containing contaminants, such as earth, brick, sand, concrete, sheet asphalt, bituminous surface treatment (i.e. chip seal), pavement fabric, etc., will be unacceptable unless the contaminants are removed to the satisfaction of the Engineer. Sheet asphalt shall be stockpiled separately.
- (d) Testing. All RAP shall be sampled and tested either during or after stockpiling.

For testing during stockpiling, washed extraction samples shall be run at the minimum frequency of one sample per 450 metric tons (500 tons) for the first 1800 metric tons (2,000 tons) and one sample per 1800 metric tons (2,000 tons) thereafter. A minimum of five tests shall be required for stockpiles less than 3600 metric tons (4,000 tons).

For testing existing stockpiles, the Contractor shall submit a plan for approval to the District proposing a satisfactory method of sampling and testing the RAP pile either in-situ or by restockpiling. The sampling plan shall meet the minimum frequency required above and detail the procedure used to extract representative samples throughout the pile for testing.

Before extraction, each field sample shall be split to test sample size. One of the two test samples from the final split shall be labeled and stored for Department use. The Contractor shall extract the other test sample according to Department procedure. The Engineer reserves the right to test any sample (split or Department-taken) to verify Contractor test results.

All of the extraction results shall be compiled and averaged for asphalt content and gradation. Individual extraction test results, when compared to the averages, will be accepted if within the tolerances listed below.

Parameter	Homogeneous / Conglomerate	Conglomerate "D" Quality
25 mm (1 in.)		± 5%
12.5 mm (1/2 in.)	± 8%	± 15%
4.75 mm (No. 4)	± 6%	± 13%
2.36 mm (No. 8)	± 5%	
1.18 mm (No. 16)		± 15%
600 µm (No. 30)	± 5%	
75 µm (No. 200)	± 2.0%	± 4.0%
AC	± 0.4%	± 0.5%

If more than 20 percent of the individual sieves are out of the gradation tolerances, or if more than 20 percent of the asphalt content test results fall outside the appropriate tolerances, the RAP will not be allowed to be used in the Department's bituminous concrete mixtures unless the RAP

representing the failing tests is removed from the stockpile to the satisfaction of the Engineer. All test data and acceptance ranges shall be sent to the District for evaluation.

With the approval of the Engineer, the ignition oven may be substituted for extractions according to the Illinois Test Procedure, "Calibration of the Ignition Oven for the Purpose of Characterizing Reclaimed Asphalt Pavement (RAP)".

- (e) Designs. At the Contractor's option, bituminous concrete mixtures may be constructed utilizing RAP material meeting the above detailed requirements. The amount of RAP included in the mixture shall not exceed the percentages specified in the plans.

RAP designs shall be submitted for volumetric verification. If additional RAP stockpiles are tested and found that no more than 20 percent of the results, as defined under "Testing" herein, are outside of the control tolerances set for the original RAP stockpile and design, and meets all of the requirements herein, the additional RAP stockpiles may be used in the original mix design at the percent previously verified.

- (f) Production. The coarse aggregate in all RAP used shall be equal to or less than the nominal maximum size requirement for the bituminous mixture being produced.

To remove or reduce agglomerated material, a scalping screen, crushing unit or comparable sizing device approved by the Engineer shall be used in the RAP feed system to remove or reduce oversized material. If material passing the sizing device adversely affects the mix production or quality of the mix, the sizing device shall be set at a size specified by the Engineer.

If the RAP control tolerances or QC/QA test results require corrective action, the Contractor shall cease production of the mixture containing RAP and either switch to the virgin aggregate design or submit a new RAP design.

TEMPORARY CONCRETE BARRIER (BDE)

704.01 Description. This work shall consist of furnishing, placing, maintaining, relocating and removing precast concrete barrier at temporary locations as shown on the plans or as directed by the Engineer.

704.02 Materials. Materials shall meet the requirements of the following Articles of Section 1000 - Materials:

Item	Article/Section
(a) Portland Cement Concrete.....	1020
(b) Reinforcement Bars (Note 1)	1006.10(a)(b)
(c) Connecting Pins and Anchoring Pins.....	1006.09
(d) Connecting Loop Bars (Note 2)	
(e) Rapid Set Mortar (Note 3)	

Note 1. Reinforcement bars shall be Grade 400 (Grade 60).

Note 2. Connecting loop bars shall be smooth bars conforming to the requirements of ASTM A 36.

Note 3. Rapid set materials shall be obtained from the Department's approved list of Packaged, Dry, Rapid Hardening Cementitious Materials for Concrete Repairs. For a rapid set mortar mixture, one part packaged rapid set cement shall be combined with two parts fine aggregate, by volume or a packaged rapid set mortar shall be used. Mixing of the rapid set mortar shall be according to the manufacturer's instructions.

CONSTRUCTION REQUIREMENTS

704.03 General. Precast concrete barrier produced after October 1, 2002 shall meet National Cooperative Highway Research Program (NCHRP) Report 350, Category 3, Test Level 3 requirements and have the F shape. Precast concrete barrier shall be constructed according to the Bureau of Materials and Physical Research's Policy Memorandum "Quality Control/Quality Assurance Program for Precast Concrete Products", applicable portions of Sections 504 and 1020, and to the details shown on the plans.

Precast units shall not be removed from the casting beds until a flexural strength of 2,000 kPa (300 psi) or a compressive strength of 10,000 kPa (1400 psi) is attained. When the concrete has attained a compressive strength according to Article 1020.04, and not prior to four days after casting, the units may be loaded, shipped and used.

704.04 Installation. F shape barrier units shall be seated on bare, clean pavement or paved shoulder and pinned together in a smooth, continuous line at the exact locations provided by the Engineer. The barrier unit at each end of the installation shall be secured to the pavement or paved shoulder using six anchoring pins and protected with an impact attenuator as shown on the plans.

F shape and New Jersey shape barrier units shall not be mixed in the same run.

Barrier units or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced by the Contractor at his/her expense. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

The temporary barriers shall be removed when no longer required by the contract. After removal, all anchoring holes in the pavement or paved shoulder shall be filled with a rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

704.05 New Jersey Shape Barrier. New Jersey shape barrier produced prior to October 1, 2002 according to earlier Department standards, may be used until January 1, 2008.

Barrier units or attachments damaged during transportation or handling, or by traffic during the life of the installation, shall be repaired or replaced by the Contractor at his/her expense. The Engineer will be the sole judge in determining which units or attachments require repair or replacement.

F shape and New Jersey shape barrier units shall not be mixed in the same run.

The barrier unit at each end of the installation shall be secured to the pavement or paved shoulder using six dowel bars and protected with an impact attenuator as shown on the plans.

The temporary barriers shall be removed when no longer required by the contract. After removal, all anchoring holes in the pavement or paved shoulder shall be filled with a rapid set mortar. Only enough water to permit placement and consolidation by rodding shall be used and the material shall be struck-off flush.

704.06 Method of Measurement. Temporary concrete barrier will be measured for payment in meters (feet) in place along the centerline of the barrier. When temporary concrete barrier is relocated within the limits of the jobsite, the relocated barrier will be measured for payment in meters (feet) in place along the centerline of the barrier.

704.07 Basis of Payment. When the Contractor furnishes the barrier units, this work will be paid for at the contract unit price per meter (foot) for TEMPORARY CONCRETE BARRIER or RELOCATE TEMPORARY CONCRETE BARRIER.

When the Department furnishes the barrier units, this work will be paid for at the contract unit price per meter (foot) for TEMPORARY CONCRETE BARRIER, STATE OWNED or RELOCATE TEMPORARY CONCRETE BARRIER, STATE OWNED.

Impact attenuators will be paid for separately."

WEIGHT CONTROL DEFICIENCY DEDUCTION (BDE)

Effective: April 1, 2001

Revised: August 1, 2002

The Contractor shall provide accurate weights of materials delivered to the contract for incorporation into the work (whether temporary or permanent) and for which the basis of payment is by weight. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the contract number, the net weight, the tare weight when applicable and the identification of the transporting vehicle. For aggregates, the Contractor shall have the driver of the vehicle furnish or establish an acceptable alternative to provide the contract number and a copy of the material order to the source for each load. The source is defined as that facility that produces the final material product that is to be incorporated into the contract pay items.

The Department will conduct random, independent vehicle weight checks for material sources according to the procedures outlined in the Documentation Section Policy Statement of the Department's Construction Manual and hereby incorporated by reference. The results of the independent weight checks shall be applicable to all contracts containing this Special Provision. Should the vehicle weight check for a source result in the net weight of material on the vehicle exceeding the net weight of material shown on the delivery ticket by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. No adjustment in pay quantity will be made. Should the vehicle weight check for a source result in the net weight of material shown on the delivery ticket exceeding the net weight of material on the vehicle by 0.50% (0.70% for aggregates) or more, the Engineer will document the independent vehicle weight check and immediately furnish a copy of the results to the Contractor. The Engineer will adjust the net weight shown on the delivery ticket to the checked delivered net weight as determined by the independent vehicle weight check.

The Engineer will also adjust the method of measurement for all contracts for subsequent deliveries of all materials from the source based on the independent weight check. The net weight of all materials delivered to all contracts containing this Special Provision from this source, for which the basis of payment is by weight, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - \left(\frac{B - C}{B} \right); \text{ Where } A \leq 1.0; \left(\frac{B - C}{C} \right) > 0.50\% \text{ (0.70\% for aggregates)}$$

Where A = Adjustment factor
 B = Net weight shown on delivery ticket
 C = Net weight determined from independent weight check

The adjustment factor will be applied as follows:

$$\text{Adjusted Net Weight} = A \times \text{Delivery Ticket Net Weight}$$

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Contractor to the satisfaction of the Engineer. If the cause of the deficient weight is not identified and corrected within seven (7) calendar days, the source shall cease delivery of all materials to all contracts containing this Special Provision for which the basis of payment is by weight.

Should the Contractor elect to challenge the results of the independent weight check, the Engineer will continue to document the weight of material for which the adjustment factor would be applied. However, provided the Contractor furnishes the Engineer with written documentation that the source scale has been calibrated within seven (7) calendar days after the date of the independent weight check, adjustments in the weight of material paid for will not be applied unless the scale calibration demonstrates that the source scale was not within the specified Department of Agriculture tolerance.

At the Contractor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify the accuracy of the scale used for the independent weight check.

COMPLETION DATE

It is the intent of the Department this project be completed by May 28, 2004. An additional three (3) working days shall be used after the completion date to perform signal removal and clean up.

Should the contractor fail to complete work specified by **May 28, 2004**, the contractor shall be liable and shall pay liquidated damages to the Department in the amount shown per calendar day in the schedule of deductions as described in Article 108.09 of the Standard Specifications. The deduction will be made for each calendar day of overrun and be based on 100% of the original contract value.

STATUS OF UTILITIES

<u>Name & Address of Utility</u>	<u>Type</u>	<u>Location</u>	<u>Adjustment or Relocation</u>
Mr. Dan Coon Illinois Power, Inc. 1112 West Anthony Drive P.O. Box 17070 Urbana, IL 61803-7070 (217) 383-7212	Gas Electric		None
Mr. Darrel Accord City of Georgetown 208 South Walnut Georgetown, IL 61846 (217) 662-2525			None
Mr. Charles Cushwa SBC 816 Voorhees St. Danville, IL 61832 (217) 443-7830	Telephone		None
Mr. Danny Rudd Charter Communications 1209 N. State St. PO Box 129 Westville, IL 61883 (217) 267-3194 Ext. 206	Cable		None
Mr. Tracy Lynch Insight Communications 303 E Fairlawn Drive Urbana, IL 61801-5141 (217) 202-2646	Cable Fiber Optic		None

VIII. VENDOR PROVIDED ADDITIONAL MATERIAL AND EXCEPTIONS

Any additional material provided by the VENDOR, and any VENDOR exceptions to the CONTRACT requirements must be noted by the VENDOR on this page and provided as part of this CONTRACT. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

Additional Material (mark one)

- ☐ No other material included
- ☐ Other material included (describe below and attach additional pages if needed)

Exceptions (mark one).

- ☐ No exceptions
- ☐ Exceptions taken (describe below and attach additional pages if needed)

VENDOR PRE-QUALIFICATION

General Pre-qualification.

This is information of general applicability and consists of the attached forms:

Business and Directory Information
References
Department of Human Rights Public Contract Number
Minority, Female, Person with a Disability Status and Subcontracting
Disclosures
Taxpayer Identification Number

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PRE-QUALIFICATION information to the DEPARTMENT with the understanding DEPARTMENT will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR'S offer to the DEPARTMENT.

Vendor (show official name and DBA)

Name:

DBA:

Address:

City, State, Zip

Phone/Fax:

E-mail:

Signature:

Printed Name:

Title:

Date:

Business and Directory Information

1. Name of Business (official name and DBA).
2. Business Headquarters (address, phone and fax).
3. If a Division or Subsidiary of another organization provide the name and address of the parent.
4. Invoice Remittance Address.
5. Name of Chief Executive Officer.
6. Customer Contact (name, title, address, phone and fax).
7. Company Web Site Address.
8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form).
9. Length of time in business.
10. Annual Sales for most recently completed fiscal year.
11. Show number of full-time employees on average during the most recent fiscal year.

References

Provide references from established firms or government agencies (at least four, two of each type preferred) other than the procuring Department that can attest to your experience and ability to perform the contract subject of this bid.

1. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

2. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

3. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

4. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

5. Firm/Government Agency (name) _____

Contact Person (name, address, phone) _____

Date and type of Supplies/Services Provided _____

Department of Human Rights (DHR) Public Contract Number

(775 ILCS 5/2-105) If you employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), you must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If we cannot confirm compliance, we will not be able to consider your bid or offer. Please complete the appropriate sections below.

Name of Company (and DBA) _____.

DHR Public Contracts Number _____

or, if number has not yet been issued,

Date completed application for the number was submitted to DHR _____.

Date of Expiration _____.

☐

(Check if applicable) The DHR Public Contracts number is not required as the company has employed 14 or less full-time employees during the 365 day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

NOTICE:

Numbers issued by the Department of Human Rights are effective for a period of five (5) years and then expire. If your organization holds an expired number, you must re-register with DHR by completing the required DHR application form. For the DEPARTMENT to consider your offer, VENDORS must file renewal applications with DHR prior to the designated bid/proposal opening date and time.

You can obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. [TDD (312) 263-1579].
2. **Internet:** Download the form from the Internet at **www.state.il.us/cms**. In the Purchasing area of the CMS home page, click the "DOWNLOAD VENDOR FORMS" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601.

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (**30 ILCS 575/1**) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you are requested to complete this form, your response will not be considered in the evaluation. A listing of certified business may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Your Company (and DBA) _____

- a. Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____
If "Yes," check each of the following that applies.

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- b. If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency

Department of Central Management Services _____
Women's Business Development Center _____
Chicago Minority Business Development Council _____
Illinois Department of Transportation _____
Other (identify below) _____

Category

Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

- c. If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No", will you make a commitment to contact BEP certified vendors and consider their proposals? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this project from BEP certified vendors? Yes _____ No _____

If "Yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEP certified vendors you plan to use.

Disclosures

Financial Interests and Potential Conflicts of Interests

Instructions. The Illinois Procurement Code requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (**30 ILCS 500/50-13 and 50-35 a,b,h**).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3 and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. Sections 2, 3 and 4 apply to contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4 below) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares (Sections 2 and 3), use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period. **Sections 2 and 3 must be completed for each individual meeting the stated ownership or distributive income requirements.** Please make additional copies of these Sections as required.

A designee may submit this form on behalf of the vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information. This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, d.b.a. and parent):

(Name of vendor) _____

(d.b.a., if used) _____

(Name of any parent organization) _____

Address _____

Contact Person:

Name: _____

Title: _____

Address: _____

Phone/Fax: _____

E-mail: _____

Section I: 30 ILCS 500/50-13 - Conflicts of Interest.

- (a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.
- (b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **[\$150,691.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.
- (d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.
- (e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.
- (f) Exceptions.
 - (1) Public aid payments. This Section does not apply to payments made for a public aid recipient.
 - (2) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.
 - (3) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.
 - (4) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.
 - (5) Licensed professionals. Contracts with licensed professionals, provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

☐

No Conflict of Interest

☐

Potential Conflict of Interest. If checked, name each conflicted individual, the nature of the conflict, and the name of the state agency that is associated directly or indirectly with the conflicted individual. (Use additional pages if required.)

Section 2: 30 ILCS 500/50-35 - Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection "a," below. Publicly traded corporations may complete subsection "b" and privately held corporations with more than 400 shareholders may complete subsection "c" in lieu of completing subsection "a."

- a. **General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% ()
Ownership value exceeding \$90,414.60 ()
Distributive Income Share exceeding 5% ()
Distributive Income Share exceeding \$90,414.60 ()

Name: _____

Address: _____

For each individual identified above, show:

the dollar value of the ownership interest: \$ _____

or

the proportionate share of the ownership interest: _____ %*

and

the type of ownership/distributable income share:

sole proprietorship _____ stock _____ partnership _____ other (explain) _____

* For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:

1% _____ 1 up to 2% _____ 2 up to 3% _____ 3 up to 4% _____
4 up to 5% _____ and in additional 1% increments as appropriate _____ %

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____ %

- b. **Publicly traded corporations subject to SEC reporting requirements.** These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

- c. **Privately held corporations with more than 400 shareholders.** These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting 17 CFR information _____.

Section 3: 30 ILCS 500/50-35 - Disclosure of Potential Conflicts of Interest.

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- | | | | |
|----|--|----------|---------|
| a. | State employment, currently or in the previous 3 years, including contractual employment of services [directly with the individuals identified in Section "1" in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section "4"]. | Yes ____ | No ____ |
| b. | State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. | Yes ____ | No ____ |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. | Yes ____ | No ____ |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | Yes ____ | No ____ |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. | Yes ____ | No ____ |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. | Yes ____ | No ____ |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes ____ | No ____ |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. | Yes ____ | No ____ |

Explanation of potential conflicts of interest:

a. VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

- Solicitation Response Forms
Revised 06/01/2003

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name of VENDOR and EIN: Show the official business name as used to apply for the business entity's EIN and the Employer Identification Number. If you are an entity doing business in another name, please show the name of the official entity and the name of the entity you are doing business as in the following form: Name "Official EIN Name", and D.B.A. "Name Of Contracting Entity"

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name to the business and the owner's SSN or EIN.

Name (official EIN name) _____

D.B.A. _____

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

- | | |
|--|--|
| _____ Individual | _____ Government |
| _____ Sole Proprietorship | _____ Nonresident Alien |
| _____ Partnership/Legal Corporation | _____ Estate or Trust |
| _____ Tax-exempt | _____ Pharmacy (non-corporate) |
| _____ Corporation providing or
billing medical and/or
health care services | _____ Pharmacy/Funeral Home/Cemetery (Corporate) |
| _____ Corporation NOT providing
or billing medical and/or
health care services | _____ Other: _____ |

This form is to be affixed to the sealed envelope / container containing a

SEALED BID

for the Illinois Department of Transportation's

Division / Office:	Division of Highways
District / Bureau:	District 5 Bureau of Operations
IDOT Reference No.:	Contract No. 70357, Job No. C-95-013-04
Supplies / Services Requested:	Bridge Deck Beam Replacement, S.N. 092-0041
Location of Bid / Proposal Opening:	13473 IL Hwy. 133
	Paris, Illinois
Date and Time of Opening:	Thursday, November 13, 2003 - 2:30 p.m. prevailing time

and is being submitted by:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the bid.

If mailed or delivery service is used, it must be enclosed in a second or outer envelope / container addressed to the bid submittal location specified in the instructions.

Bids must be received by the Department no later than the date, time, and location specified in the instructions.

**THIS ENVELOPE / CONTAINER IS TO BE OPENED AT
THE DATE, TIME AND LOCATION AS SPECIFIED IN THE
INSTRUCTIONS.**

FOR DEPARTMENT USE ONLY:

Date received: _____ Time received: _____

Location Received: _____